

IN THE MATTER between **MONICA PANDKE (RUDKEVITCH)**, Applicant, and  
**YELLOWKNIFE HOUSING AUTHORITY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**MONICA PANDKE (RUDKEVITCH)**

Applicant/Tenant

- and -

**YELLOWKNIFE HOUSING AUTHORITY**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of  
November, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MONICA PANDKE (RUDKEVITCH)**, Applicant, and **YELLOWKNIFE HOUSING AUTHORITY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**MONICA PANDKE (RUDKEVITCH)**

Applicant/Tenant

-and-

**YELLOWKNIFE HOUSING AUTHORITY**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 12, 2003

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Monica Pandke (Rudkevitch), applicant  
Mary George, representing the respondent

**Date of Decision:** November 12, 2003

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on or about April 30, 2003 when the applicant vacated the rental premises. The parties agreed that a joint inspection of the premises was conducted and that the applicant was advised that the stairwell would be repainted and one door replaced at the expense of the applicant.

The applicant was permitted access to the premises to replace the damaged door and did so. When the statement of the security deposit was produced charges for the replacement of two doors and the stairwell painting were deducted from the deposit.

The applicant sought an order requiring the respondent to refund the charges for the two doors in the amount of \$314.85.

The respondent admitted that the two other damaged doors were not noticed at the joint inspection but believed that the damage to the doors was caused by the tenant's negligence. The applicant provided a note to file in evidence which indicated that the damaged doors had been missed by the respondent's maintenance manager but that the applicant had been notified of the additional damages and given an opportunity to repair them. The applicant stated that she was unable to arrange for the additional repairs but would have been able to repair the two other doors if the damages had been identified at the joint inspection.

Section 15(1) of the *Residential Tenancies Act* requires the landlord and tenant to sign a document which sets out the condition of the premises at the commencement of the tenancy agreement when a security deposit is required by the landlord. This was done and the resultant inspection report does not indicate any damages to doors.

The Act does not require that landlord and tenant do a similar inspection at the termination of a tenancy. It does require the landlord to provide a statement of deductions and permits the tenant to appeal any deduction by making an application to a rental officer. The respondent produced a statement outlining the final deductions from the deposit, including the two doors which were replaced.

The Act assumes that a tenant can ascertain for himself/herself what damages have been done during the tenancy and repair them prior to vacating the premises. It does not require the landlord to identify the alleged damages or provide a time period during which the tenant may repair.

The sole question to be determined in this matter is whether the doors were damaged by the negligence of the tenant or persons she permitted on the premises. The applicant stated that the doors might have been damaged by herself or her family members. The inspection report signed by both parties suggests the damage was done during the course of the tenancy. The damage (holes in the doors) can not be considered normal wear and tear.

In my opinion, the applicant should be charged for the cost of the damaged doors. The evidence

supports that they were in good repair at the commencement of the tenancy agreement and damaged as a result of negligence.

Accordingly, the application is dismissed.

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Hal Logsdon  
Rental Officer