

IN THE MATTER between ANNE LESKIW, Applicant, and JANICE SABOURIN, 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 ENTERPRISE, NT.

BETWEEN:

ANNE LESKIW

Applicant/Landlord

- and -

JANICE SABOURIN

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two hundred ten dollars (\$210.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for the cost of utilities in accordance with the written tenancy agreement.
3. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for tenant damages to the rental premises in the amount of two hundred twelve dollars and ninety nine cents (\$212.99).

4. Pursuant to section 41(4)(b) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent and utility costs on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of May,  
2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between ANNE LESKIW, Applicant, and JANICE SABOURIN,  
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:

**ANNE LESKIW**

Applicant/Landlord

-and-

**JANICE SABOURIN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 3, 2004

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

**Appearances at Hearing:** Anne Leskiw, applicant  
Janice Sabourin, respondent

**Date of Decision:** May 3, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for utilities and failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding utility costs and to pay costs related to the repair of the alleged tenant damages.

The applicant testified that the respondent had failed to pay \$210 of the rent for the period November 15, 2003 to December 15, 2003.

The applicant also testified that the respondent had failed to pay for utilities which was the tenant's responsibility in accordance with the written tenancy agreement. The applicant provided the tenancy agreement and statements of the utility account in evidence. The statements indicated arrears on the utility account in the amount of \$202.25.

The applicant alleged that a window had been broken by the tenant and provided a quotation for repair for \$212.99. The applicant also alleged that the front and rear storm doors had been damaged by the tenant. The applicant indicated that replacement of the rear door would cost approximately \$300 and the front door would cost approximately \$200.

The respondent did not dispute the allegations concerning rent or utilities. The respondent also acknowledged that the window was broken by a guest that she had permitted in the premises. The

respondent testified that the safety chain on the rear storm door which prevented it from hitting the frame had come off and that she had reported it to the landlord. She stated that the landlord had failed to repair the chain and that the door had been broken in a windstorm. She acknowledged that her son had kicked the bottom of the door earlier but it did not prevent the door from closing properly and was not the cause of the broken glass or screen. She also stated that the screen on the front storm door had simply come loose due to normal wear and tear. She indicated that she had not reported it to the landlord.

Section 42 of the *Residential Tenancies Act* sets out a tenant's obligation to repair damages to the premises.

- 42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**
- (2) Ordinary wear and tear of rental premises does not constitute damage to the premises.**

In my opinion, the evidence does not support the landlord's allegation that the front storm door damage was the result of the tenant's wilful or negligent conduct. Although there may have been some minor damage to the rear storm door caused by the tenant's son, the significant damage appears to have been the result of the loss of the safety chain. There is no evidence to suggest that the chain came off due to the negligence of the tenant. The landlord was notified of the problem and failed to repair it. In my opinion, the damages were largely the result of the landlord's failure to repair the safety chain. The landlord's request for compensation for replacement of the storm doors is denied. The broken window is the tenant's responsibility to repair and the landlord's estimate of repair costs is reasonable.

I find the respondent breached the tenancy agreement by failing to pay the full amount of rent to the landlord, by failing to pay for utility costs which were her responsibility pursuant to the tenancy agreement and by failing to repair damages to the premises which were due to her negligence. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$210 and window repair costs in the amount of \$212.99. The order shall also require the respondent to comply with her obligation to pay the supplier of the utilities (The Settlement of Enterprise) all outstanding costs of utilities for the premises in accordance with the tenancy agreement and to pay all future rent and utility costs on time. Should the landlord be required to pay the utility costs on behalf of the tenant in the future, the landlord may file an application requesting compensation.

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Hal Logsdon  
Rental Officer