

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARILYN KENDI, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

MARILYN KENDI

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for repairs of tenant damages to the premises in the amount of five hundred dollars (\$500.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the compensation in monthly installments of no less than fifty dollars (\$50.00), the first payment becoming due on December 1, 2004 and payable thereafter on the first day of every month until the compensation is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of
November, 2004.

Hal Logsdon
Rental Officer

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MARILYN KENDI, Respondent.

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BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

MARILYN KENDI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 25, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Diana Tingmiak, representing the applicant
Marilyn Kendi, respondent

Date of Decision: November 4, 2004

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to repair damages to the rental premises and sought an order requiring the respondent to compensate the applicant for the costs of repair and terminating the tenancy agreement.

The applicant stated that the repairs were made to premises which the respondent occupied until January, 2004. The respondent was relocated to other premises operated by the applicant. The security deposit was transferred to the new premises and the respondent was invoiced for the cost of the repairs in the amount of \$1322.95. The applicant provided details of the cost estimate, a check-in report, check-out report and photographs in evidence.

The respondent disputed the allegations, stating that the premises were left in a reasonably clean condition and that only screens were damaged. She stated that the hole by the door was an accident.

The check-out report indicated all of the damages which were detailed in the applicant's cost estimate. The report was signed by the respondent. None of the alleged damages were indicated on the check-in report. The evidence suggests that the noted damages are accurate and were done during the term of the tenancy. There is, however, little evidence to indicate the extent of the damages or whether certain repairs were made necessary due to normal wear and tear. The photographic evidence shows only the appliances and a stain on the floor. There is no evidence to

indicate the extent of damage to the door stop in the entry or whether "furniture rubs and dings in walls" or "clean light shades" were the result of tenant negligence or normal wear and tear.

In my opinion, the evidence does not support the costs of cleaning or repairs. The estimates prepared by the applicant include the replacement of three light bulbs at an estimated cost of \$84, of which \$69 is attributed to labour. The photographic evidence regarding the appliances does not, in my opinion, indicate a major cleaning job, nor does the stain on the tile floor. The applicant stated that the work was put out to competitive tender. I can not accept that the work could not have been completed for a more reasonable price. The cost claimed appears typical of skilled trade costs. Surely the landlord could have located persons to clean appliances, replace light bulbs, and rehang light shades at a more reasonable rate. Other than the minor wall patching, some of which may not even be tenant damage, all of the work could have been completed by relatively unskilled labour. In my opinion, all of the required work could have easily been completed at a cost of \$500. Section 42 of the *Residential Tenancies Act* obligates a tenant to repair damages which are caused by the tenant's negligence. When a tenant fails to repair a rental officer may, on the application of a landlord, require a tenant to pay any *reasonable* expenses directly associated with the repair. The tenant's breach of the obligation to repair does not entitle the landlord to actual costs of repair, regardless of the amount.

The applicant holds a substantial security deposit. In my opinion, there are not sufficient grounds for termination of the tenancy agreement. The respondent has been paying the minimum rent and has limited means to pay the costs of repairs. An order shall issue requiring the respondent to pay

compensation for the repair of tenant damages in the amount of \$500. The tenant shall pay the compensation to the applicant in monthly installments of \$50, the first payment being due on December 1, 2004 and payable thereafter on the first day of each month until the compensation is paid in full.

Hal Logsdon
Rental Officer