

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JASON PITTMAN**, 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:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**JASON PITTMAN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair of tenant damages to the rental premises in the amount of three hundred thirty six dollars and seventy six cents (\$336.76).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of  
December, 2004.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JASON PITTMAN**, 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:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**JASON PITTMAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2004

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

**Appearances at Hearing:** Lucy Gillard, representing the applicant  
Jason Pittman, respondent

**Date of Decision:** December 22, 2004

**REASONS FOR DECISION**

The tenancy agreement was terminated on July 31, 2004 when the respondent vacated the rental premises. The respondent alleged that the respondent had failed to repair damages to the premises which were caused by his negligence and sought compensation for the repair costs. The applicant provided an itemized statement of the repairs and costs totalling \$1105.31.

The respondent disputed the damages stating that many of them were done by the previous tenants. He noted that an inspection report had been done at the commencement of the tenancy outlining the damages but he was unable to produce a copy of the report.

The applicant produced two inspection reports for the premises. The first was dated October 28, 2002 and consisted of a check-in report signed by the landlord and tenant (not the respondent) and an undated and unsigned check-out report. The second was dated February 3, 2003 and consisted of a check-in report signed by the respondent and the landlord.

The applicant explained that the respondent had been living with the previous tenants and took over the tenancy agreement and accepted the premises "as is" when they vacated. The applicant then proceeded to enter into a new tenancy agreement with the respondent, dated February 1, 2003 and conducted another check-in inspection report.

The respondent described the situation as one of "taking over" the apartment from the previous

tenants and stated that the apartment was damaged when he took over. He acknowledged that he had signed an inspection report with the landlord but stated that he had not actually inspected the premises but had noted certain items from memory.

It is apparent that the landlord considered the tenancy agreement was assigned to the respondent and the damages that had taken place since October 28, 2002 the responsibility of the respondent, the assignee. However the evidence does not support this point of view. First of all, there was a new tenancy agreement executed between the applicant and respondent on February 1, 2003. Second, section 23 of the *Residential Tenancies Act* requires that an assignment agreement be signed by the tenant and new tenant and attached to any written tenancy agreement. There is no evidence of any assignment agreement.

There being no evidence of any assignment, I must consider the tenancy agreement between the parties to have commenced on February 1, 2003 and the inspection report of February 3, 2003 to represent the condition of the premises at the commencement of that agreement. Comparing the statement of the alleged damages to the inspection report I make the following findings:

One hole in the living room existed at the commencement of the tenancy. One other hole was noted at the termination and other small wall damages were noted. The premises were not painted at the commencement of the tenancy agreement nor at the commencement of the previous agreement. I estimate that the paint was approximately four years old. In my opinion, notwithstanding the damages to the walls, repainting would

have been necessary due to the age of the existing paint. Reasonable patching costs should not exceed \$50.

Screens were missing or damaged. Costs of \$19.26 are reasonable.

There were three doors replaced but the check out inspection notes that the bathroom door was splitting and would be replaced at no charge. The landlord's costs for two doors in the amount of \$267.50 is reasonable.

In summary, I find the respondent in breach of his obligation to repair damages to the premises and find repair costs of \$336.76. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$336.76.

---

Hal Logsdon  
Rental Officer