

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SAMANTHA STIRRETT**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

SAMANTHA STIRRETT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) and 83(2) of the *Residential Tenancies Act* the respondent shall pay the applicant repair costs in the amount of one hundred seventy three dollars and thirteen cents (\$173.13). On receipt of the respondent's statement to the police regarding the window damage, the applicant shall consider one hundred twelve dollars and thirty five cents (\$112.35) of this order to be satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
December, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SAMANTHA STIRRETT**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

SAMANTHA STIRRETT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 16, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Samantha Stirrett, respondent

Date of Decision: December 16, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the premises which were caused by her negligence. The applicant stated that since the application was filed, the respondent had paid all outstanding rent and owed only a portion of the repair costs. The applicant provided a statement of account which indicated a balance of repair costs owing in the amount of \$173.13. The applicant withdrew the request for termination of the tenancy agreement and sought only an order requiring the payment of the outstanding repair costs.

The respondent testified that of the two repairs made by the landlord, one was the result of a forced unlawful entry to the premises. The respondent did not dispute the other repair. The respondent testified that a person had entered the apartment through a window without her permission and had damaged the opening hardware. The applicant agreed to waive the charges for the window repair provided the respondent reported the incident to the police. I understand this is the policy of the landlord concerning repairs that are the result of vandalism, break and enter and similar incidents.

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

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.

Clearly, damage caused by persons who were not permitted on the premises by the tenant are not the tenant's responsibility. Is it reasonable to require a tenant to report an incident such as a forced entry by others to the police in order to conclude it was not tenant damage? In my opinion, it may be reasonable in some cases but not all. It may be evident from the nature of the damages and/or the circumstances that the damage was not done by the tenant or anyone that the tenant permitted on the premises. Or, there may be some question as to whether the tenant or his/her guests inflicted the damage.

In this matter, I think it is reasonable to require the tenant to report the incident to the police and the respondent does not object to making the report. The respondent's willingness to make such a report would certainly lead one to conclude that the damages were done by an intruder.

I find the respondent in breach of her obligation to repair damages to the premises. I find the balance owing to be \$173.13. An order shall issue requiring the respondent to pay the applicant repair costs of \$173.13. Provided the respondent reports the incident regarding the forced entry through the window to the police, the applicant shall consider a copy of the complaint or the tenant's statement to police as partial satisfaction of the order in the amount of \$112.35.

Hal Logsdon
Rental Officer