

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MARIE FIELD**, Respondent;

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

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

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**MARIE FIELD**

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 four hundred twenty four dollars and seventy seven cents (\$424.77).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of December, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **MARIE FIELD**, 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:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**MARIE FIELD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 29, 2012

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

**Appearances at Hearing:** Natasha Landry, representing the applicant  
Marie Field, respondent  
Harvey Field, representing the respondent

**Date of Decision:** December 12, 2012

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on October 24, 2012 when the respondent vacated the premises. The applicant retained the security deposit and interest (\$303) applying it against rent arrears (\$727.77) and repair costs (\$2149.82) leaving a balance owing to the applicant of \$2574.59. The applicant sought an order requiring the respondent to pay that amount. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence indicating a balance owing of \$2574.59. The applicant also provided a work order showing repair costs for a broken window, a broken exterior door and broken bedroom doors. The applicant provided invoices for the replacement exterior door and window. The work order notes that the work was due to tenant damage. The applicant stated that the house was broken into when the respondent was out of town. She stated that the respondent failed to notify them that she would be away for a period of time.

The respondent acknowledged the rent arrears but disputed the repair costs, stating that the exterior door was damaged when someone broke into the premises while she was away. She also stated that the window was broken while she out of the premises. The respondent stated that the interior bedroom doors were damaged when she moved into the premises.

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.**

Acts of vandalism are not tenant damage unless the perpetrator was the tenant or the tenant permitted that person in the premises. In the case of the exterior door damage and the broken window, nothing in the evidence suggests that the respondent did the damage or permitted the person who committed the damage to enter the premises. Therefore relief for those costs is denied.

There was no check-in inspection report provided in evidence or any other evidence to rebut the respondent's testimony that the interior doors were damaged at the commencement of the tenancy. An inspection report is mandatory pursuant to section 15 of the Act. I cannot conclude that the doors were damaged by the tenant during the term of the tenancy. Relief for those repair costs is also denied.

Applying the security deposit and interest (\$303) to the rent arrears (\$727.77) I find a balance owing to the applicant of \$424.77.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$424.77.

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Hal Logsdon  
Rental Officer