

IN THE MATTER between **T.K.**, Applicant, and **X.Y.**, 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:

**T.K.**

Applicant/Tenant

-and-

**X.Y.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** September 26, 2018

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

**Appearances at Hearing:** T.K., applicant  
T.A., representing the applicant  
J.S., representing the respondent

**Date of Decision:** September 26, 2018

**REASONS FOR DECISION**

The applicant moved into the rental premises on April 12, 2018. The premises are subsidized public housing. An inspection report was completed and signed by both parties at the commencement of the tenancy.

The applicant testified that a break-in occurred during the night of July 7, 2018 while she and her child were sleeping. Some electronics were stolen. Entry appeared to have been through an opening window. The glass was not broken but the window was damaged.

The fixed pane in the same window unit has also been broken. The sealed unit is a multi pane and only the outer pane has been broken. The applicant sought an order requiring the respondent to repair both windows in the window unit. Photographs and a video were provided in evidence.

The application also notes a hole in the wall but the applicant stated that it has been repaired and is no longer an issue.

The applicant also sought an order requiring the respondent to transfer her to another unit. The unit was constructed specifically to serve a handicapped tenant. As such, counters, sinks, etc. are lower to allow access and the unit has a shower only and no bathtub. The applicant stated that this is exacerbating her back pain, particularly since she is currently pregnant. The absence of a bathtub also makes the bathing of her young son difficult. Letters from a physician and a counsellor supporting her request were provided in evidence.

There has been considerable disagreement between the applicant, respondent/landlord and the building owner as to how the windows were broken and who should be responsible for the repair. The applicant testified that she did not damage either window.

The applicant testified that the window with the broken outside pane was broken by unknown persons and that she reported the incident to the police. The landlord agreed with her that the damage appears to be vandalism and repairs should not be charged to her. However the window has not been repaired. The respondent indicated that the owner is waiting for a new window to be delivered.

The applicant testified that the other window had been simply taped in the frame since the commencement of the tenancy. The inspection report does not note any damage to the window at the commencement of the tenancy. The applicant stated that the window had been blown out during a windstorm in May and had been pushed in to enable the July break-in. The applicant testified that the window had been taped in place. The respondent conceded that although the check-in inspection does not indicate any damage, it was unlikely that the applicant was responsible for the condition of the window. I concur.

Clearly, the applicant has been traumatized by the July break-in and is concerned about her security as long as the window remains unrepaired. In my opinion, her concern is justified and if the respondent can not repair the windows promptly, they should immediately board up the window to prevent unauthorized entry until the proper repairs are completed.

The *Residential Tenancies Act* applies only to rental premises and tenancy agreements and the authority of a rental officer can not exceed the scope of the Act. A rental officer cannot order parties to form a tenancy agreement or move a tenant from one rental premises to another. I have no jurisdiction to order a transfer to another unit.

I note that the need for subsidized public housing in Yellowknife far exceeds the supply. A provider of public housing is responsible for allocating units to households in need but the composition of families and the size and design of units in the public housing portfolio do not always ideally match. Allowing a non-handicap household to occupy a handicap unit or permitting a family to occupy a unit which may be smaller than their requirements may be necessary and entirely reasonable on a temporary basis in order to use the existing portfolio in the most effective manner.

An order shall issue requiring the respondent to repair the two windows as soon as possible and to board up the damaged window immediately to prevent unauthorized entry should the repairs not be possible within 5 days of the service of this order on the respondent.

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Hal Logsdon  
Rental Officer