

IN THE MATTER between **NTHC**, Applicant, and **IM**, 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:

**NTHC**

Applicant/Landlord

-and-

**IM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 12, 2020

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

**Appearances at Hearing:** LP, representing the Applicant  
IM, Respondent

**Date of Decision:** February 12, 2020

**REASONS FOR DECISION**

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to repair damages to the rental premises caused by their negligence. The Applicant sought an order requiring the Respondent to pay the alleged repair costs, terminating the tenancy agreement, and evicting the Respondent.

The premises are subsidized public housing. The written one-year term tenancy agreement commenced on December 10, 2018, and was renewed as a monthly agreement.

The Applicant provided a copy of the lease balance statement which indicated a balance of repair costs in the amount of \$282.72 as follows:

work order #231218	\$119.35
work order #235946	22.16
work order #207258	121.89
work order #227835	44.32
Credit	<u>(25.00)</u>
Total	\$282.72

Copies of work orders #231218 and #235946 were not provided and the Applicant could not identify what work was done or the nature of the alleged damages. Work order #227835 was provided in evidence and indicated repairs and itemized costs for a kicked-in entry door. Work order #207258 was also provided in evidence and outlined repairs and itemized costs for wall damages. The Applicant testified that the repairs were made necessary due to the negligence of the Respondent.

The Respondent testified that the door damage was the result of a break-in when she was not at home. She stated that she had reported the incident to the RCMP.

In my opinion, there is insufficient evidence to conclude that the repairs undertaken under work orders #231218 and #235946 were the result of the Respondent's negligence. Similarly, I find that the door repairs pursuant to work order #227835 were not the result of the Respondent's negligence or persons they permitted on the premises. The relief requested for these three repairs is denied.

I find the Respondent in breach of their obligation to repair damages to the walls and find the Landlord's cost of repairs to be reasonable. I find those costs to be \$96.81 calculated as follows:

Wall repair costs as per work order #207258	\$121.89
Credit on account	<u>(25.00)</u>
Amount due Applicant	\$96.89

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$96.89. In my opinion the breach does not warrant the termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer