

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
JOANNE SINGH, 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 **FORT SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

JOANNE SINGH

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 repair costs in the amount of one thousand six hundred thirteen dollars and thirty four cents (\$1613.34).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of April,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
JOANNE SINGH, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

JOANNE SINGH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 17, 2010

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Kevin Mageean, representing the applicant
Kim Olsen, representing the applicant
Joanne Singh, respondent (by telephone)
Janet Stephenson, representing the respondent (by
telephone)

Date of Decision: April 8, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 31, 2009 when the respondent vacated the rental premises. The applicant retained the security deposit and accrued interest (\$96.66) applying it against costs to repair the front entry door (invoice 2009-0108 for \$1008.03), costs to patch and paint damaged walls (invoice 2009-0097 for \$2018.18), costs for the replacement of a bathroom door, cupboard door hinges, screen and storm door repairs and the repair of a vanity door (invoice 2009-0091 for \$590.09) and costs for general cleaning (invoice 2009-0102 for \$309.38) resulting in a balance owing of \$3829.02. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided the above noted invoices in evidence which provided details of the work undertaken and the itemised costs. The applicant also provided a statement of account which indicated an amount owing of \$3832.02 however the statement contains a posting error of \$3.00 relating to invoice #2009-0091.

The respondent disputed the allegations and testified that the premises had been broken into on two occasions and that she had reported the incidents to police who had laid a charge which led to a successful prosecution of the perpetrators. The respondent stated that the damage to the front entrance and front storm door and the bathroom door were caused by the culprits. She also stated that a window was damaged but there is no relief for window repairs sought in the

application. The respondent also stated that one hole in the wall had been caused when a person entered the premises without her permission and assaulted her.

The applicant questioned why the respondent had previously acknowledged the damages and agreed to pay them if she did not feel she was responsible for the repairs. The respondent's representative stated that the respondent felt she would be evicted if she did not agree to pay the costs and had no other place to live. There was no evidence of any written agreement between the parties to pay for the repairs.

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.

I have no reason to doubt the respondent's testimony. If some of the damages were caused by persons who broke into the premises, the tenant should not be held responsible to repair those damages. I must therefore deny relief for the following costs:

\$1008.03 for the replacement of the entrance door and repair of entrance damage, and

\$375.24 for the replacement of the bathroom door and jamb

The wall damage was quite extensive. In my opinion, the cost of repairing the one hole which may not have been caused by the tenant's negligence would not make a significant difference in the total patching costs. The full amount of the patching costs are allowed.

The premises were painted throughout due to the extensive wall damage. Neither party provided

any evidence to indicate when the walls were last painted but the applicant stated that it was their practice to repaint units every five years. Although somewhat arbitrary, I shall assume that the respondent would recall if the premises had been recently painted and depreciate the labour and material cost for painting by 50%, resulting in a reduction of the patching and painting costs costs by \$832.41.

I find the respondent in breach of her obligation to repair damages to the rental premises and find compensation of \$1613.34 to be reasonable. I calculate that amount as follows:

Relief sought by applicant, net of security deposit	\$3829.02
less entrance door and repair of entrance damage	(1008.03)
less replacement of the bathroom door and jamb	(375.24)
less depreciation of paint	<u>(832.41)</u>
Amount due applicant	\$1613.34

An order shall issue requiring the respondent to pay the applicant repair costs of \$1613.34.

Hal Logsdon
Rental Officer