

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CINDY JESKE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CINDY JESKE**

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 two thousand nine hundred fifty four dollars and ninety six cents (\$2954.96).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to repair damages to the premises by completing the following repairs:
  - a) Repair holes and damaged wall surfaces in entry, kitchen, stairwell, bathroom, hallway, and all three bedrooms.
  - b) Paint all repaired wall surfaces in a colour approved by the applicant.

- c) Replace missing baseboard in entry.
  - d) Replace cupboard door in kitchen.
  - e) Replace or repair door jamb in bathroom.
  - f) Replace fan cover in bathroom.
3. Pursuant to section 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 792 Bigelow Crescent, Yellowknife, NT shall be terminated on August 31, 2011 and the respondent shall vacate the premises on that date, unless the repair costs have been paid in full and the repairs listed in #2 have been satisfactorily completed.
4. Pursuant to section 42(3)(b) of the *Residential Tenancies Act*, the respondent is prohibited from doing any further damage to the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of May, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CINDY JESKE**, 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-

**CINDY JESKE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 13, 2011, continued on May 4, 2011

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Cindy Jeske, respondent  
Janet Stephenson, representing the respondent

**Date of Decision:** May 17, 2011

### **REASONS FOR DECISION**

This matter was heard in part on April 13, 2011. It was adjourned to May 4, 2011 to permit the applicant to produce the written tenancy agreements. The matter was continued and concluded on May 4, 2011.

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay for repairs of previous damages which were repaired by the landlord and to repair current damages to the premises. The applicant sought the termination of the tenancy agreement unless the cost of previous repairs was paid in full and the current repairs completed.

The applicant stated that they had undertaken numerous repairs on two premises rented to the respondent; 792 Bigelow Crescent and 26-2605 50th Avenue. The applicant provided a list of those repairs showing the cost of each repair and the date each repair was done. Work orders, invoices and other documents were also provided showing the detail and cost of the work. The cost of repairs completed by the landlord was \$4517.06. This is offset by payments and other credits of \$1530.24 bringing the balance owing to \$2986.82. The applicant sought relief in that amount.

The applicant also provided photographs of current, unrepaired damages to the premises with an itemised list, by room, of the repairs now required. The damages included holes, gouges and stab

marks in most walls, a missing baseboard in the entry, a missing cupboard door in the kitchen, and broken door jamb and missing fan cover in the bathroom.

On April 13, the respondent acknowledged responsibility for the damages which had been previously repaired by the applicant but disputed the current damage to the front entry wall. The respondent stated that the wall damage was done prior to her taking possession of the premises. However, on May 4, the respondent disputed some of the damages previously repaired by the applicant, stating that they had occurred during an earlier tenancy agreement where she and her former partner were joint tenants. On May 4, the respondent acknowledged her responsibility for the current damages.

The applicant and the respondent and her partner entered into a joint tenancy agreement for 26-2605 50th Avenue commencing on August 1, 2004. This tenancy agreement expired on March 31, 2005. The respondent stated that her partner was "taken off the lease" in February, 2005. There are no inspection reports. The respondent continued to occupy 26-2605 50th Avenue but there does not appear to be a written tenancy agreement made until April 1, 2006.

The applicant and respondent as sole tenant entered into a written tenancy agreement for 26-2605 50th Avenue commencing April 1, 2006. The tenancy agreement has been renewed on numerous occasions and now runs month-to-month. On or about July 7, 2006 there was a fire in the premises and the respondent was transferred to 792 Bigelow Crescent. A check-in inspection report was completed and signed by both parties. The inspection report indicates that the entry

wall was undamaged and freshly painted.

The inspection report for 792 Bigelow Crescent clearly indicates that the entry wall damage was non-existent at the commencement of the tenancy agreement. The photographic evidence of the damages to the walls leaves no doubt that current repairs are necessary due to the respondent's negligence. In my opinion, it is the responsibility of the respondent to repair the current damages.

The work orders and supporting documents provided by the applicant indicate that the few repairs made by the applicant to 26-2605 50th Avenue were the result of damages done in or after April, 2006. In my opinion, all of the repairs previously completed by the applicant were necessary due to the negligence of the respondent. There is, however, a posting error on invoice #18875, dated 7/6/2006. The credit of \$31.86 was not posted to the statement. I find the repair costs to be reasonable and find the amount owing the applicant to be \$2954.96 calculated as follows:

Repair costs as per ledger	\$2986.82
Less unposted credit	<u>(31.86)</u>
Balance owing applicant	\$2954.96

The parties agreed that the repair costs should be paid and the current damages repaired on or before August 31, 2011.

An order shall issue requiring the respondent to pay the applicant repair costs of \$2954.96 and to complete the following repairs:

- a) Repair holes and damaged wall surfaces in entry, kitchen, stairwell, bathroom, hallway, and all three bedrooms.
- b) Paint all repaired wall surfaces in a colour approved by the applicant.
- c) Replace missing baseboard in entry.
- d) Replace cupboard door in kitchen.
- e) Replace or repair door jamb in bathroom.
- f) Replace fan cover in bathroom.

The tenancy agreement between the parties shall be terminated on August 31, 2011 unless the repair costs are paid in full and the repairs have been completed. The respondent is also prohibited from doing any further damage to the premises.

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Hal Logsdon  
Rental Officer