

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RITA CATHOLIQUE**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

RITA CATHOLIQUE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of October, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **RITA CATHOLIQUE**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

RITA CATHOLIQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Wayne Simms, witness for the applicant
Rita Catholique, respondent

Date of Decision: September 26, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full.

The applicant provided a statement in evidence which indicated a balance owing in the amount of \$1050.

The respondent disputed the allegations stating that she had been charged \$1485.73 for repairs to the bathroom tub fixtures when the repairs were not due to her negligence. She disputed the invoice for these repairs in a letter to the applicant dated August 10, 2012. She stated that the applicant had applied her rent payments to the repair costs rather than to the rent.

The respondent stated that her husband was showering when the fixture came off, allowing water to escape into the premises. She stated that the fixture failed due to lack of maintenance and years of use rather than through any negligence or oversight by her or her husband.

The applicant noted that the repair bill, which was dated July 26, 2012 had been paid in full by the respondent. The applicant's witness stated that supply pipes to the fixture had been damaged causing the water to escape. He acknowledged that the fixture would be difficult to damage but speculated that it might have been damaged as a result of a slip or fall while showering. The

respondent was not aware that her husband had slipped or fallen.

Section 42 of the *Residential Tenancies Act* sets out the 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.**
- (2) Ordinary wear and tear of rental premises does not constitute damage to the premises.**

It is unfortunate that there were no photographs of the damage. It is difficult to conclude from the description of the damages that the fixture was purposely damaged or damaged through negligence. It is similarly difficult to conclude that the fixture failed through normal wear and tear. I note that the statement indicates that the landlord applied payments of rent to the repair costs. The landlord's accounting does not support any acknowledgement of responsibility by the respondent.

In my opinion, there is not sufficient evidence to conclude that the respondent breached section 42 of the Act. Crediting the account \$1485.73 results in a credit balance. I find no rent arrears. The applicant's request for relief is denied and the application shall be dismissed.

Hal Logsdon
Rental Officer