

IN THE MATTER between **BRUCE HANBIDGE**, Applicant, and **NIRRIE KISTAN**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT.**

BETWEEN:

**BRUCE HANBIDGE**

Applicant/Landlord

- and -

**NIRRIE KISTAN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises in the amount of one thousand forty dollars (\$1040.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one hundred five dollars (\$105.00).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of July, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BRUCE HANBIDGE**, Applicant, and **NIRRIE KISTAN**,  
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:

**BRUCE HANBIDGE**

Applicant/Landlord

-and-

**NIRRIE KISTAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 11, 2013**

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

**Appearances at Hearing:**                      **Bruce Hanbidge, applicant**  
   **Nirrie Kistan, respondent**

**Date of Decision:**                              **June 30, 2013**

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair the dishwasher and by failing to give up possession of the premises after the tenancy agreement had been terminated. The applicant sought an order requiring the respondent to pay repair costs and compensation for use and occupation of the premises after the tenancy agreement was terminated.

The tenancy agreement between the parties was terminated by order on March 31, 2013 (file #20-13297, filed on March 12, 2013). The applicant alleged that the respondent failed to give up possession of the premises until April 16, 2013. The respondent stated that she vacated the premises on April 12, 2013 and attempted to contact the respondent's agent on that day without success. She stated that she left a voicemail message with the agent informing them that she had vacated the premises and giving instructions on how to contact her for the return of the keys. She stated that the agent contacted her several days later and the keys were returned.

The applicant testified that the respondent reported a problem with the dishwasher handle and he contracted a repairman to attend to the repair and bought a replacement handle for the appliance at a cost of \$59.38. The problem with the dishwasher was, in fact, not related to the handle but was caused by a loose screw which prevented the door from locking properly. The repairman charged the applicant \$105 to inspect and repair the dishwasher. The handle was not required.

Section 30 sets out the obligation of the landlord to repair and section 31 permits a landlord and tenant to agree that certain maintenance tasks be performed by the tenant.

**30. (1) A landlord shall**

- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and**
- (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.**

**31. (1) Notwithstanding section 30, where a residential complex is composed of one rental premises, a landlord and tenant may agree that any or all of the obligations set out in subsection 30(1) may be performed by the tenant except for repairs required as a result of reasonable wear and tear or as a result of fire, water, tempest or other act of God.**

The rental premises consist of a single family residence. The tenancy agreement between the parties was made in writing. Article 5(b) of the tenancy agreement sets out the following obligations of the tenant.

**5. The Tenant shall be responsible for:**

- (b) routine repairs and maintenance, including but not limited to servicing heating systems, appliance repairs; replacing or repairing all window glass and screens, damaged light fixtures, chattels and goods located or forming a part of the Leased Premises damaged, broken, removed or destroyed at any time during the tenancy, provided that the Tenant shall not be responsible for repairs that are capital in nature (such as replacement of carpets, flooring or windows or the replacement of appliances) unless such repair or replacement is required as a result of the acts or omissions of the Tenant or anyone on the Leased Premises by the Tenant.**

The respondent appears to have vacated the premises on April 12, 2013 and made a reasonable

effort to contact the applicant's agent to return the keys. She was an overholding tenant from April 1-12 and compensation for those 12 days is reasonable I calculate that compensation to be \$1040 (12 days x \$2600/30 days = \$1040).

In my opinion, Article 5(b) of the tenancy agreement obligates the respondent to maintain and repair the dishwasher and the repair required was not the result of normal wear and tear. The respondent should have arranged for the repair herself. Having attended to the repair, the landlord should be reimbursed for the repair expenses which I find to be \$105. As the handle was not required, that cost does not form part of the compensation.

An order shall issue requiring the respondent to pay the applicant repair costs of \$105 and compensation for use and occupation of the premises from April 1-12 in the amount of \$1040.

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Hal Logsdon  
Rental Officer