

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant, and  
**Miles Dillon and Yvonne Dillon**, Respondents;

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, **Adelle Guigon**, Rental Officer, regarding a  
rental premises located within the **town of Inuvik in the Northwest Territories**.

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**MILES DILLON and YVONNE DILLON**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$780.00 (seven hundred eighty dollars).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents must pay to the applicant costs of repairs in the amount of \$1,780.79 (one thousand seven hundred eighty dollars seventy-nine cents).

DATED at the City of Yellowknife in the Northwest Territories this 12th day of April  
2016.

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Adelle Guigon  
Rental Officer

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AND IN THE MATTER of a hearing before **Adelle Guigon**, Deputy Rental Officer,

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

-and-

**MILES DILLON and YVONNE DILLON**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 22 and April 6, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Kim Burns, representing the applicant Donovan Arey, witness for the applicant Chris Church, witness for the applicant Yvonne Dillon, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 6, 2016</b>

**REASONS FOR DECISION**

An application to a rental officer made by Inuvik Housing Authority on behalf of the Northwest Territories Housing Corporation as the applicant/landlord against Miles Dillon and Yvonne Dillon as the respondents/tenants was filed by the Rental Office January 27, 2016. The application was made regarding a subsidized public housing residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondents February 23, 2016.

The applicant alleged the respondents had accumulated rental arrears and caused damages to the rental premises and had failed to keep the rental premises in a state of ordinary cleanliness. An order was sought for payment of the rental arrears and for costs of repairs and cleaning.

A hearing was scheduled for March 22, 2016, by teleconference. Ms. Kim Burns appeared representing the applicant. Ms. Yvonne Dillon appeared as respondent. Both parties agreed to an adjournment in order to bring witnesses. The hearing was adjourned to April 6, 2016. Ms. Burns brought Mr. Donovan Arey and Mr. Chris Church, both maintenance personnel, as witnesses for the applicant. Ms. Dillon did not bring any witnesses.

*Tenancy agreement*

The parties agreed and evidence was presented establishing a tenancy agreement between the parties for subsidized public housing. The tenancy commenced in April 2012 at the rental premises identified as LH0068. In November 2013 the tenants were transferred to the rental premises identified as PH0176 under section 3 of their tenancy agreement, which permits a landlord to transfer to other premises “when, in the landlord’s opinion, the premises are no longer suitable.” I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

*Rental arrears*

There was no dispute between the parties that the respondents carried rental arrears. Based on the lease balance statements and breakdown of rent arrears submitted by the applicant, I find the respondents have accumulated rental arrears in the amount of \$780.

*Repairs and cleaning*

Unit LH0068

The respondent did not dispute any of the damages or cleaning claimed with respect to the rental unit identified as LH0068. The applicant provided invoices, credit notes, and inspection reports supporting their claim. Payments have been made since the tenants were transferred to PH0176 against the repairs and cleaning for LH0068. I find the respondents liable for the costs of repairs and cleaning at the rental premises identified as LH0068 in the remaining amount of \$510.07.

Unit PH0176

The respondent did dispute the two charges of damages claimed with respect to the rental unit identified as PH0176.

The landlord provided invoices, work orders, and photographs depicting a broken window and a broken exterior door jamb. The window was replaced and the door, jamb, and trim were replaced.

**Window**

The tenant disputed that the window was damaged by herself or anyone in the rental premises, claiming it was damaged at the same time as other windows in the unit due to building shifting or stress fractures. She argued that there is no way the house can shift and only break one of two windows.

The landlord's representative testified that she and a co-worker had conducted an inspection earlier in the year during which one window was noted to exhibit stress fractures and was replaced at no cost to the tenant. The other window was not noted to have been damaged at that time. When the maintenance workers returned to the rental premises in October 2015 to replace the stress fractured window, they noted the damage to the other window. Photographs were taken and that other window was replaced.

The landlord's maintenance supervisor, Mr. Church, testified to the nature of the damage to the window. Mr. Church has 30 years' experience in the construction and maintenance fields. With reference to photographs, he identified the nature of the fracture originating from an impact point located approximately half way up the left side of the window. A large piece of the window had broken away from the pane, however, spider fractures remain evident showing the origination of the impact point. He reiterated this damage did not occur from stress fractures or the building shifting.

Supplemented by my own recent research into the nature of window fractures and how to identify between stress and impact fractures, in consideration of Mr. Church's evidence, and in review of the photographs of the window, I am satisfied that the window was damaged by an impact on the interior pane and not by stress or building shifting. Impact fractures require the action of a person, in this case from within the rental premises. Regardless of whether that action was intentional or not, the tenant is liable for any damages to the rental premises which occur by the negligent or wilful actions of the tenant or any guests of the tenant permitted in the premises. As such, I find the respondents liable for the costs of repairs of the window in the amount of \$521.38.

#### **Exterior door, jamb, and trim**

The tenant did not dispute that the jamb and trim were damaged and required replacement. The tenant initially claimed that although the jamb and trim had been repaired, the door had not been replaced, as witnessed by her daughter who was home at the time. Her daughter did not come forward to testify in that regard, and the tenant later changed her argument such that she did not believe the door itself was damaged, it could have been reused, and she should not have to pay the cost of replacing the door.

The landlord's representative testified that because of the damage to the jamb and trim that the door could not be closed. It was damage that could not be repaired, it required replacement. Additionally, photographic evidence was provided showing the original door was old, scarred, and stained. Photographs taken after the door was replaced clearly indicate a new door was in fact installed. The landlord's representative further testified that it was in fact far less expensive to replace the door with a pre-hung door kit rather than trying to replace the existing jamb and fit the old door into it. The costs claimed of \$749.34 reflect not only the cost of the pre-hung door kit but also the labour and materials to: remove the old door, jamb, and trim; install the new pre-hung door; and cut, fit, and install the new trim.

The photographs entered into evidence, taken both before and after the door was repaired, support the extent of damages claimed by the landlord. The tenant did not dispute her responsibility as the tenant for the necessary repairs. The photographs do indicate to me the appearance that the door could not effectively be closed with any security. I am satisfied the respondents are responsible for the damages to the door, jamb, and trim, and I find them liable for the costs of repairs in the amount of \$749.34.

### *Orders*

An order will issue requiring the respondents to pay rental arrears in the amount of \$780 and to pay for the costs of repairs and cleaning in the total remaining amount of \$1,780.79.

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Adelle Guigon  
Rental Officer