

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **FREDDIE COLLINS**, 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 RESOLUTION, NT.**

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

FREDDIE COLLINS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand three hundred thirty nine dollars (\$1339.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January,
2002.

Hal Logsdon
Rental Officer

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Applicant, and **FREDDIE COLLINS**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

FREDDIE COLLINS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 16, 2002

Place of the Hearing: Fort Resolution, NT

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Freddie Collins, respondent

Date of Decision: January 16, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order for the payment of alleged rent arrears and to pay future rent on time. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1339.

The respondent did not dispute the allegations but testified that he had painted the premises and should be entitled to compensation for his costs. The respondent testified that he had not sought permission from the landlord to undertake the work and had not approached the landlord in the matter of compensation. He was unsure of the value of the work undertaken but noted that other tenants had been compensated for painting.

There was no evidence provided by either party as to the condition of the unit or the requirement for painting. There was no evidence indicating that the respondent had ever indicated to the landlord that the premises required painting. In my opinion, there is insufficient evidence to indicate that the premises were in need of paint. Therefore I am not prepared to order compensation for the painting.

There is no dispute that rent is owing in the amount of \$1339. An order shall be issued for the respondent to pay the applicant rent arrears in that amount and to pay future rent on time.

Hal Logsdon
Rental Officer