

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **MARY-LYNN DELORME AND DAVID DELORME**, 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, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **FORT RESOLUTION, NT.**

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARY-LYNN DELORME AND DAVID DELORME**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the applicant shall compensate the respondents for costs related to painting the premises in the amount of five hundred ninety five dollars (\$595.00). The compensation shall be provided to the respondents as a rent credit.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the balance of the rent arrears in the amount of one thousand sixty four dollars and fifty cents (\$1064.50).

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of January, 2002.

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Hal Logsdon  
Rental Officer

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-and-

**MARY-LYNN DELORME AND DAVID DELORME**

Respondents/Tenants

**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  
Mary-Lynn Delorme, representing the respondents

**Date of Decision:** January 30, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order for the respondents to pay the 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 \$1659.50.

The respondents did not dispute the amount of rent shown on the ledger but testified that they had painted the premises and submitted an invoice to the applicant which had not been paid or credited to their rent account. The applicant acknowledged that the board of directors had considered the invoice, approved reimbursement for the work in principle but did not feel the invoice amount was reasonable. The invoice was returned to the respondents for adjustment.

The respondents testified that they had painted the entire premises except the bedrooms. The house is a three-bedroom public housing unit constructed in 1989.

In my opinion, the landlord has implicitly acknowledged that the premises were in need of painting and authorized the tenants to undertake the work with the understanding that they would be reimbursed for reasonable costs. In my opinion, reasonable costs for the work are \$595. There being no dispute concerning the rent owing, an order shall be issued requiring the applicant to compensate the respondents for the cost of painting in the amount of \$595. This compensation

shall be provided to the respondents in the form of a rent credit. The respondents shall be ordered to pay the applicant the balance of the arrears in the amount of \$1064.50.

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Hal Logsdon  
Rental Officer