

IN THE MATTER between **KEENAN ENTERPRISES LTD.**, Applicant, and
JOANNE SINGH, 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 **YELLOWKNIFE, NT.**

BETWEEN:

KEENAN ENTERPRISES LTD.

Applicant/Landlord

- and -

JOANNE SINGH

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 four hundred ninety dollars (\$1490.00).
2. Pursuant to sections 41(4)(c) and 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #2, 625 Williams Avenue, Yellowknife, NT shall be terminated on May 31, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of May,
2002.

Hal Logsdon
Rental Officer

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BETWEEN:

KEENAN ENTERPRISES LTD.

Applicant/Landlord

-and-

JOANNE SINGH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim Weller, representing the applicant
Fiona Traynor, representing the applicant
Joanne Singh, respondent

Date of Decision: May 15, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of her negligence.

The applicant sought an order requiring the respondent to pay alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at April 1, 2002 in the amount of \$1490. The applicant testified that since that time the April and May rent had become due in the amount of \$2980 and payments totalling \$2980 had been received, bringing the balance owing to \$1490. The respondent did not dispute the allegations pertaining to rent. She explained that she had been working out of town from September to December, 2001 and was not always in town to make rent payments on the due dates. She also explained that she had been unemployed from December, 2001 to May 2002. During parts of February and March, 2002 she was receiving medical treatment.

The applicant testified that a window and door had been damaged from forced entry by the applicant's children. As well he testified that the thermostat had been damaged on two occasions.

The applicant alleged that the fuel consumption for the rental premises was excessive, most likely due to the damaged thermostat. The applicant provided details of fuel expenses for the premises, contained in a four unit fourplex, compared to the other units in the residential complex. The expenses for the respondent's premises were higher than the other units in the

complex. The respondent did not dispute the allegations concerning damages, stating that her children forced both the window and the door, causing the damages.

A previous order was filed by the rental officer on August 14, 2000 requiring the respondent to comply with her obligation to not disturb other tenants. There were no allegations concerning disturbance or any evidence to suggest that further disturbances had occurred since the previous order was issued.

In a letter to the applicant dated April 4, 2002 the respondent requested that certain repairs be done to the rental premises. She indicated that no response had been received or action taken to address the repairs. The non-payment of rent does not appear to be a reaction to the landlords lack of action nor, in my opinion, should it be.

There does not appear to be any dispute regarding the rent arrears or the damages to the premises. In my opinion, the higher fuel expenses, could have been the result of the damages to the thermostat but as the applicant is not seeking compensation, the fact that the thermostat was physically broken is all that need be considered.

In considering whether this tenancy should be terminated I have considered the history of rent payment and the damages to the premises. The rent has been in continuous arrears since November 1, 2001. At least one months rent and frequently two months rent has been owing since that time. Despite the acknowledgement of the respondent that the repair of the door and

window were her responsibility, there is no evidence to suggest she has taken any action to repair these items although they have apparently been broken for 4-5 months. Although not in itself, a very expensive item to repair, a thermostat, broken into pieces, indicates a fair degree of abuse of the premises.

In my opinion, the persistent non-payment of rent and the numerous damages are sufficient grounds to terminate the tenancy agreement. An order shall be issued for the respondent to pay the applicant rent arrears of \$1490 and terminating the tenancy agreement between the parties on May 31, 2002.

Hal Logsdon
Rental Officer