

IN THE MATTER between **DAVID RADCLIFFE**, Applicant, and **SA CHO DEVELOPMENTS**, 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:

DAVID RADCLIFFE

Applicant/Tenant

- and -

SA CHO DEVELOPMENTS

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 32(1) and 83(2) of the *Residential Tenancies Act*, the applicant may pay the rent lawfully required for August, 2002 and all rent for subsequent months to the rental officer until repairs to the premises ordered by the rental officer have been completed, provided that such payment is made by certified cheque or money order. The applicant shall pay the Rental Office costs related to the issuance of a previous cheque returned for insufficient funds in the amount of four dollars and fifty cents (\$4.50).
2. Pursuant to section 30(4)(d) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for loss of full enjoyment of the rental premises

in the amount of fifty dollars (\$50.00). The compensation shall be paid in the form of a rent credit.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of August, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **DAVID RADCLIFFE**, Applicant, and **SA CHO DEVELOPMENTS**, 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:

DAVID RADCLIFFE

Applicant/Tenant

-and-

SA CHO DEVELOPMENTS

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 13, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: David Radcliffe, applicant
Thomas Lafferty, representing the respondent

Date of Decision: August 20, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had failed to remedy a breach of his obligation to repair the rental premises and sought an order permitting him to pay rent to a rental officer and ordering the respondent to pay compensation related to the alleged breach. The applicant testified that the respondent was ordered to undertake certain repairs to the premises pursuant to an order filed by a the rental officer on June 17, 2002. The repairs were to be completed by July 15, 2002. The applicant alleged that none of the repairs had been completed. The applicant sought compensation in the form of a total abatement of rent owing for the period following July 15, 2002. The rent for the premises was raised from \$600/month to \$800 month effective August 9, 2002.

The respondent testified that they had served a notice on the applicant regarding their intent to enter the premises on August 9, 2002 to inspect the premises and to prepare repair estimates but were unable to do so because the locks to the premises had been changed and they did not have a key. The respondent did not dispute the allegations pertaining to failure to repair. The applicant testified that the locks had been changed some time ago with the permission of the respondent and duplicate keys had been provided to the respondent. He noted that the respondent had not indicated to him that they no longer had keys to the premises or he would have provided copies to him and agreed to entry.

An order requiring the respondent to repair certain items in the rental premises was filed by the

rental officer on June 17, 2002. The order required the respondent to complete the repairs by July 15, 2002, a date which the respondent agreed was reasonable. The applicant filed the application on July 16, 2002 followed by the submission of a personal cheque in the amount of \$735.50 payable to the NWT Rental Office. The cheque was deposited to the Rental Office trust account but later returned for insufficient funds. The trust account was debited for \$4.50.

Section 32 of the *Residential Tenancies Act* permits a rental officer to order a tenant to pay rent to a rental officer where a landlord does not remedy a substantial breach of the obligation to repair within 10 days, provided the tenant files an application pursuant to section 30(4).

The repairs which were ordered to be completed were not extensive and the respondent agreed to the July 15 completion date at the time of the previous hearing. In my opinion, is it reasonable for the applicant to pay rent to the rental officer until such time as the respondent meets his obligation to repair. An order shall be issued permitting the applicant to pay the August, 2002 rent to the rental officer and all rents due after that date, until the repairs are completed. Upon the notification by either party that the repairs have been completed, the rental officer will take the necessary steps to confirm compliance with the previous order and take the necessary steps to release the monies paid by the applicant to the respondent less the NSF fee, if unpaid by the applicant. Rent paid to the rental officer by the applicant shall be in the form of a certified cheque or money order and the applicant shall reimburse the rental office for the expenses incurred regarding the NSF cheque previously tendered.

In the matter of compensation the request by the applicant for full abatement of the rent due is not reasonable. Although it is aggravating to have to take repeated legal action in order to have routine repairs completed, the tenant's loss of enjoyment of the rental premises is not extraordinary. In my opinion reasonable compensation for loss from July 15 to date is \$50. An order shall be issued requiring the respondent to provide a rent credit to the applicant in that amount.

Hal Logsdon
Rental Officer