

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ALLAN ANTOINE AND LORNA NADLI**, 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 PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALLAN ANTOINE AND LORNA NADLI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six hundred eighty four dollars (\$684.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay all future rent on time.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ALLAN ANTOINE AND LORNA NADLI**, 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

ALLAN ANTOINE AND LORNA NADLI

Respondents/Tenants

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | November 19, 2002 |
| <u>Place of the Hearing:</u> | Yellowknife, NT via teleconference |
| <u>Appearances at Hearing:</u> | Diana Garagn, representing the applicant Lorna Nadli, respondent |
| <u>Date of Decision:</u> | November 20, 2002 |

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair tenant damages to the rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and costs of repair and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$684. The respondent did not dispute the allegations pertaining to rent and indicated that the arrears could be paid by January.

The applicant also provided copies of work orders and invoices for the repairs related to the alleged tenant damages. The respondent disputed the repair costs stating that the hours required for the repairs were excessive.

I note that the tenancy agreement between the parties is for rental premises described as unit #0012 while the repair costs are for unit #0064B. One of the work orders was completed on April 13, 2000 and the other on January 30, 2001.

The respondent testified that they had provided a security deposit with respect to unit #0064B in the amount of \$350 which was retained by the applicant when they moved into unit #0012. She also testified that they had paid an additional \$350 as a security deposit for unit #0012. The

applicant indicated that the security deposit for #0064 could have been transferred to #0012 but was not sure and had no records or direct knowledge in that regard.

Section 68(1) of the *Residential Tenancies Act* requires that an application be made within six months after the breach of the obligation arose. Although a rental officer may extend this time and especially given the evidence concerning the security deposit, I see no reason to do so. The request for compensation for the repairs is denied.

I find the respondents breached the tenancy agreement by failing to pay rent and find the rent arrears to be \$684. As the respondents have made some effort to pay the arrears, and have indicated that they will be paid by the end of January, 2003, I do not think termination of the tenancy agreement is justified.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$684 and to pay future rent on time.

Hal Logsdon
Rental Officer