

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DENNIS THURBER AND SHEILA LANDRY**, 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 -

DENNIS THURBER AND SHEILA LANDRY

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 four hundred fifty nine dollars (\$459.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages in the amount of two hundred sixty one dollars and eighty seven cents (\$261.87).

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DENNIS THURBER AND SHEILA LANDRY**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

DENNIS THURBER AND SHEILA LANDRY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 4, 2002

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant
Dennis Thurber, respondent

Date of Decision: November 14, 2002

REASONS FOR DECISION

The two applications filed by the landlord relate to the same tenancy agreement and the same rental premises. With the consent of the parties, the two matters were heard at a common hearing.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and the costs related to the repair of the alleged tenant damages.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$459. The respondent did not dispute the allegations pertaining to rent.

The applicant provided copies of three work orders which involved repairs to the exterior door. The total costs of the three repairs were \$1240.89. The applicant testified that the respondents had paid \$100 toward the costs, leaving a balance owing in the amount of \$1140.89. The respondent testified that he was out of town when the damages were done but knew that on several occasions, his wife had been trapped in the unit because the door had frozen shut. He testified that she had called neighbours to assist her and had also called the landlord on occasions. The applicant acknowledged that the door had been frozen on occasion and that calls had been received from the respondents. The respondent also noted that, in his opinion, the labour for the repairs was excessive. He felt that the replacement of a door should take only about two hours, four at the most.

I note that of the three repairs, two were initiated in late October. Although doors are more likely to freeze later in the winter, the proximity of the premises to the river, could have resulted in frost conditions which would impair the proper operation of the door. In my opinion, the evidence is not strong enough to conclude that the October repairs were made necessary due to tenant damage. The applicant's request for compensation for those repairs is denied.

The remaining repair was initiated in July. In my opinion, this was tenant damage but the labour costs, in relation to similar repairs made by the applicant, are excessive. Looking at other door replacements undertaken by the applicant, it appears that 3-4 hours is the normal amount of time required to do the job. In my opinion reasonable costs for the July repairs are \$361.87 calculated as follows.

Materials (as per work order)	\$201.87
Labour (4 hours @\$40/hour)	<u>160.00</u>
Total reasonable repair costs	\$361.87

Taking into consideration the payment of \$100, I find the remaining unpaid cost to be \$261.87.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair tenant damages to the premises. I find the rent arrears to be \$459 and reasonable compensation for the repairs to be \$261.87. In my opinion, the amounts do not justify termination of the tenancy agreement. An order shall be issued requiring the respondents to pay the applicant rent arrears and costs related to tenant damages in the amount of \$720.87.

Hal Logsdon
Rental Officer