

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

SA CHO DEVELOPMENTS LTD.

Applicant/Landlord

- and -

DAVID RADCLIFFE

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 seven hundred fifty five dollars and ninety five cents (\$1755.95).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
November, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

SA CHO DEVELOPMENTS LTD.

Applicant/Landlord

-and-

DAVID RADCLIFFE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gary Jaeb, representing the applicant
David Radcliffe, respondent

Date of Decision: November 12, 2002

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on October 13, 2002 when the respondent vacated the rental premises. The applicant alleged that the respondent had failed to pay the full amount of rent owing and sought an order requiring the respondent to pay the alleged rent arrears. The applicant initially alleged that rent had not been paid from May 1, 2002 until the respondent vacated, resulting in arrears of \$3978.75. At the hearing the applicant acknowledged that rent had been paid for May, June and July, 2002 when the respondent provided copies of cancelled cheques for the rent. The respondent amended the amount of alleged arrears to \$2188.75 which represented rent from August 1, 2002 to October 13, 2002.

The respondent disputed the allegations testifying that the rent increase to \$950/month, effective on August 9, 2002, had been renegotiated with the landlord's representative to \$800/month. He noted that the rent increase to \$800 was noted in the previous reasons for decision which accompanied the previous order (File #10-7042, filed August 21, 2002). The applicant conceded to a rent of \$800/month effective August 9, 2002.

The respondent testified that the repairs which had been ordered by the rental officer (File #10-6970, filed June 17, 2002) had not been completed by the applicant, with the exception of the ceiling painting. The applicant acknowledged that most of the ordered repairs had not been done but stated that he had experienced difficulties entering the premises because the applicant kept 3 dogs in the apartment making it difficult to enter. The respondent stated that he would have

ensured access upon the landlord's request and noted that the landlord's staff had been in the premises on several occasions.

The respondent stated that due to the continuing failure of the landlord to complete the ordered repairs, he sought a complete abatement of rent for the period August 1 - October 13, 2002.

There is little evidence to support the applicant's claim that the repairs were made difficult due to problems accessing the premises. There is no evidence of any notice of intent to enter given to the respondent. It appears that the applicant's staff or contractors were able to gain access on several other occasions. In my opinion, the applicant's failure to repair or satisfy the previous order to repair continued to the end of the tenancy. I find little evidence of anything that may have prevented him from completing the repairs. I note that compensation, in the form of a \$50 rent credit, was previously ordered for loss of full enjoyment of the premises. I find no evidence in the applicant's accounting that this credit was given the respondent. In my opinion, similar compensation is reasonable for the period August 22- October 13, 2002. The respondent's request for a full abatement of rent is not in line with the magnitude of the repairs or loss of enjoyment.

Taking into consideration the acknowledgement that the rent increase was reduced to \$800/month and the compensation noted above, I find the rent arrears to be \$1755.95, calculated as follows:

August Rent	
9 days@\$19.35/day	\$174.15
22 days@\$25.81/day	567.82
September Rent	800.00
October Rent	
13 days@25.81/day	335.53
Less compensation as per previous order	(50.00)
Less compensation (August 22-October 13, 2002)	<u>(71.55)</u>
Amount due applicant	\$1755.95

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1755.95.

Hal Logsdon
Rental Officer