

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **LORRAINE MCKAY AND GREG VILLENEUVE**, 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 RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

LORRAINE MCKAY AND GREG VILLENEUVE

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 one thousand two hundred nineteen dollars and eighty cents (\$1219.80).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of
December, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

LORRAINE MCKAY AND GREG VILLENEUVE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 11, 2002

Place of the Hearing: Fort Resolution, NT via teleconference

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Tyrone Fordy, witness for the applicant
Lorraine McKay, respondent

Date of Decision: December 11, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had failed to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at September 30, 2002 in the amount of \$1155.80. The applicant testified that since that time the October and November rent totalling \$64 had become due and no payments had been received bringing the balance owing to \$1219.80.

The respondent did not dispute the evidence concerning rent but alleged that the applicant had failed to properly repair the sump which resulted in objectionable odours in the house. She felt some compensation was reasonable given the alleged failure to repair.

The witness for the applicant, a member of the maintenance staff, outlined the steps which had been taken to address the problem with the sump. He explained that mould had developed in the sump causing the odour. The sump was cleaned and disinfected several times before the problem was solved. The parties agreed that the odour had now been successfully eliminated. In my opinion, from the events outlined by the applicant's witness, the landlord attended to the problem in a reasonable and timely fashion. While it is true that the first attempts to eliminate the odour were not totally successful, the landlord continued to follow up until the problem was solved. In my opinion, there is no substantial breach of the landlord's obligation to repair and the respondent's claim for compensation is denied.

The respondent also stated that she did not think her rent had been calculated properly. Her perception appeared to be based solely on her observation that the manager was not certain how to use the computer program used to generate the declaration form. The manager explained that another staff member was responsible for the calculation of rent. I see no evidence to support the allegations that the rent was calculated incorrectly.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1219.80. An order shall be issued requiring the respondent to pay the applicant that amount and to pay future rent on time.

Hal Logsdon
Rental Officer