

IN THE MATTER between **JEANNIE MARIE-JEWELL AND MALCOLM JEWELL**, Applicants, and **JOANN MCLAREN**, 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:

JEANNIE MARIE-JEWELL AND MALCOLM JEWELL

Applicants/Landlords

- and -

JOANN MCLAREN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

- 1, Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **JEANNIE MARIE-JEWELL AND MALCOLM JEWELL**, Applicants, and **JOANN MCLAREN**, 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:

JEANNIE MARIE-JEWELL AND MALCOLM JEWELL

Applicants/Landlords

-and-

JOANN MCLAREN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 18, 2003
<u>Place of the Hearing:</u>	Fort Smith, NT via teleconference
<u>Appearances at Hearing:</u>	Jeannie Marie-Jewell, applicant Malcolm Jewell, applicant Joann McLaren, respondent
<u>Date of Decision:</u>	November 18, 2003

REASONS FOR DECISION

The applicant sought an order terminating the tenancy agreement between the parties due to late payment of rent. The applicant alleged that the rent for June, September and October had not been paid when the application was filed on October 20, 2003. The applicant indicated that the full amount of rent owing, including the rent for November, was paid on November 10, 2003.

The respondent testified that she was told that the June, 2003 rent would be prorated as she did not take occupancy until June 20, 2003 but she was not told how much the rent for June would be until October 8, 2003. The respondent also indicated that the cheque for the September rent was returned due to insufficient funds but was replaced. She indicated that she had withheld the October and November rent because the applicant had failed to undertake repairs to the premises which were agreed upon. The respondent stated that she was unaware that she could seek remedy by filing an application to a rental officer and indicated that she had now paid her rent in full and would be filing an application.

Section 41 of the *Residential Tenancies Act* requires a tenant to pay the landlord the rent on the days specified in the tenancy agreement. This agreement was not made in writing but the parties acknowledge that the rent is due on the first day of the month in advance. In my opinion, there is no doubt that the respondent was in breach of this obligation when she failed to pay the rent in September, October and November.

Section 30 of the *Residential Tenancies Act* obligates a landlord to maintain the rental premises in a good state of repair and fit for habitation during the tenancy and to comply with all health, safety and occupancy standards required by law. On the application of a tenant and after hearing the matter, a rental officer may consider a number of remedies, including abatement of rent, if the landlord is found to be in breach of the obligation. In this case, I do not have the tenant's application and no determination can be made in the matter of repairs.

I find the respondent breached the obligation to pay rent. In my opinion, given that the rent has been paid in full, the tenancy agreement should be allowed to continue. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer