

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **TANYA NOKADLAK**, 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 **INUVIK, NT**.

BETWEEN:

902754 NWT LIMITED

Applicant/Landlord

- and -

TANYA NOKADLAK

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 six thousand dollars (\$6000.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 44 Kugmallit Road shall be terminated on March 31, 2003 and the respondent shall vacate the premises on that date, unless payments of rent arrears of no less than six thousand dollars (\$6000.00) are made

to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of March,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **TANYA NOKADLAK**, 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:

902754 NWT LIMITED

Applicant/Landlord

-and-

TANYA NOKADLAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 4, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Khatib, representing the applicant
Tanya Nokadlak, respondent

Date of Decision: March 10, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$16,000.

A previous order was filed on December 5, 2002 which required the respondent to pay rent arrears in the amount of \$8050 and required the applicant to repair the locking mechanism on the entry door to the premises and provide keys to the respondent. The applicant testified that no rent had been paid since the last order was issued and the respondent testified that the repairs to the door had not been made. The applicant testified that the repairs had been completed and keys provided to the respondent. The applicant provided an invoice in evidence.

The rental officer adjourned the hearing to inspect the entry door to the premises and continued the hearing on March 5, 2003 with both parties in attendance. The repairs to the entry door were minimal. The damaged frame had been secured by several drywall screws and the striker plate had been fastened to the damaged frame. With little effort, the door could still be forced open. The door was obviously damaged by forced entry but there was no evidence to suggest that the

door was damaged by the tenant or persons she permitted on the premises. The invoice provided by the applicant indicates that a new knob was installed.

During the previous hearing, on November 26, 2002, the respondent indicated that the refrigerator and stove were not working properly. The applicant stated that he had not been notified of the problems. In the order filed on December 5, 2002 the rental officer noted that the tenant could make an application if the landlord, who was now aware of the problems, failed to repair.

I am not satisfied from the evidence that the applicant was notified about the problems with the appliances. The tenant is responsible to bring these matters to the landlord's attention. I suggest that the applicant is now aware of these problems. It would be prudent to properly attend to them and the respondent may make an application seeking remedy should the respondent fail to do so.

The refrigerator and stove had not been repaired at the time of the hearing.

Neither applicant or respondent appear to have any intention to seriously attend to their obligations under the *Residential Tenancies Act*. The landlord has taken only minimal steps to repair the premises and the tenant has paid no rent whatsoever since the last hearing. While I would be willing to entertain remedies for the tenant, including an order to pay rent to the rental officer, she has not filed an application. In my opinion, her continued possession of the premises without paying any rent is not reasonable solely on the basis that the landlord is not responding to her requests for repair. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless a significant portion of the arrears is promptly paid. In my opinion, a reasonable amount is the rent which has come due since the last hearing, which is \$6000.

I note that the applicant's statement of rent is incorrect. The arrears which were due as at November 30, 2002 were \$8050. Since that time no rent has been paid, bringing the balance owing to \$14,050 calculated as follows:

Balance - November 30, 2002	\$8050
Rent (December/02 - March/03 @ \$1500/month)	<u>6000</u>
Total Arrears	\$14,050

An order shall be issued requiring the respondent to pay rent arrears in the amount of \$6000. The remainder of the total arrears is covered by the previous order. The order shall also terminate the tenancy agreement between the parties on March 31, 2003 unless payments of no less than \$6000 are made to the applicant.

Hal Logsdon
Rental Officer