

IN THE MATTER between **PAUL BEATON**, Tenant, and **NWT HOUSING CORPORATION**, Landlord;

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 **RAE-EDZO, NT**.

BETWEEN:

PAUL BEATON

Tenant

- and -

NWT HOUSING CORPORATION

Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenant shall pay the landlord rent arrears in the amount of one thousand forty two dollars and two cents (\$1042.02).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of November, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

PAUL BEATON

Tenant

-and-

NWT HOUSING CORPORATION

Landlord

REASONS FOR DECISION

Date of the Hearing: November 9, 2004

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Paul Beaton, Tenant
Joy Paivalainen, representing the Landlord

Date of Decision: November 15, 2004

REASONS FOR DECISION

As both the tenant's application and the landlord's application refer to the same tenancy agreement and the same rental premises, with the consent of the parties, both matters were heard at a common hearing.

The tenant alleged that the respondent had failed to maintain the premises in a good state of repair and sought compensation for the loss of his full enjoyment of the premises. The landlord alleged that the tenant had failed to pay rent and sought an order requiring the tenant to pay the alleged rent arrears.

The tenancy agreement between the parties was made in writing for a one year term commencing on October 28, 2003. The parties signed a check-in report which, except for a few minor exceptions, noted that the premises were in good condition. The tenant provided the landlord with a security deposit equivalent to one month's rent in the amount of \$1100.

The tenant alleged that the dryer failed in November, 2003 and that he notified the landlord of the malfunction. He stated that the dryer remained out of order until February, 2004 when the landlord replaced it. He noted that he had to install the dryer himself. The tenant also stated that there was significant water infiltration in the kitchen and bedroom and that the resulted moisture had promoted the growth of mould in the premises. The tenant stated that the forced air furnace had no distribution ducts to two bedrooms which were without direct heat. He stated that the

woodstove had to be used to maintain a reasonable temperature in the premises. The tenant stated that he was unable to obtain insurance for his possessions because the woodstove was not certified as to the installation. He also stated that the oil tank was not certified which was another concern of insurers. The tenant stated that one electrical outlet sparked when used and that the breakers frequently tripped. The tenant stated that only one burner on the stove was operational and that he had reported all the problems to the landlord.

The landlord did not dispute the allegations but stated that they were not aware of the problems with the oil tank. The landlord produced a certificate of compliance for the woodstove dated March 30, 2004 which had been forwarded to the tenant's insurance company. The landlord stated that they had solicited quotations concerning the heating repairs but had not contracted any work. The landlord stated that no action had been taken to address the leakage problem.

The landlord alleged that no rent had been paid for June, July, August or September, 2004. The landlord provided a statement of the rent account which indicated a balance owing in the amount of \$4400. The landlord served a notice of early termination on the tenant on September 9, 2004 seeking vacant possession of the premises on September 30, 2004. The tenant vacated the premises on that day. The tenant did not dispute the allegations pertaining to rent stating that he had withheld the rent because the landlord had failed to repair the premises.

I find the tenant in breach of his obligation to pay rent and find the rent arrears to be \$4400. I also find the landlord in breach of their obligation to maintain the premises in a good state of repair.

In my opinion the tenant should receive some abatement of rent as compensation for loss of full enjoyment of the premises. In my opinion a reasonable abatement of rent is \$2228 or approximately 18% of the rent over the term of the tenancy, calculated as follows:

5% of 3 month's rent for dryer	\$165
15% of 7 month's rent for heat problems	1155
5% of 5.5 month's rent for woodstove	303
5% for 11 month's rent for leakage and kitchen stove	<u>605</u>
Total compensation	\$2228

After deducting the compensation and the retained security deposit and interest from the rent arrears, I find a balance of rent arrears due to the landlord in the amount of \$1042.02, calculated as follows:

Rent arrears	\$4400.00
Compensation	(2228.00)
Security deposit	(1100.00)
Interest on deposit	<u>(29.98)</u>
Net rent arrears	\$1042.02

An order shall issue requiring the tenant to pay the landlord rent arrears in the amount of \$1042.02.

Hal Logsdon
Rental Officer