

IN THE MATTER between **JULIE THRASHER**, Applicant, and **902754 NWT LIMITED**, 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:

**JULIE THRASHER**

Applicant/Tenant

- and -

**902754 NWT LIMITED**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for loss of full enjoyment of the rental premises in the amount of one thousand six hundred eighty seven dollars and fifty cents (\$1687.50). The compensation shall be applied to the applicant's rent account.
2. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the respondent shall undertake repairs to the rental premises in accordance with Schedule A to this order.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July, 2004.

Rental Officer

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Hal Logsdon

IN THE MATTER between **JULIE THRASHER**, Applicant, and **902754 NWT LIMITED**, 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:

**JULIE THRASHER**

Applicant/Tenant

-and-

**902754 NWT LIMITED**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** July 14, 2004

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Julie Thrasher, applicant  
Talal Khatib, representing the respondent

**Date of Decision:** July 26, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had failed to make repairs to the rental premises and sought an order requiring the respondent to make certain repairs. The applicant testified that she had lived in the premises for eight years and had notified the landlord about required repairs. She testified that the landlord had failed to undertake any repairs.

The rental officer inspected the premises prior to the hearing and informed both parties of his findings at the hearing. The premises are in a very poor condition. The respondent acknowledged that the repairs were necessary and that he had been made aware of them in February, 2004. The respondent testified that the required repairs were extensive enough to require vacant possession of the premises. He stated that he had renovated other premises in the same complex and had offered to rent them to the applicant in order that renovations to her premises could be undertaken. He testified that she had refused and had also refused to pay any rent.

The landlord filed an application against the tenant on February 26, 2004 seeking an order requiring the applicant to pay rent arrears and terminating the tenancy agreement. An order issued on June 8, 2004 required the tenant to pay rent arrears and terminated the tenancy agreement unless at least \$1350 was paid to the landlord by June 30, 2004. The respondent testified that no payments had been made since the order was issued.

The applicant testified that the premises offered to her were not completely repaired and she refused because the front window was broken. She confirmed that she had not complied with the previous order.

The landlord stated that he had another unit located at 13 Inuit Road that he would be willing to rent to the respondent provided she paid the rent arrears. The hearing was adjourned to 4:00 PM to permit the parties to view the unit. When the hearing continued, the applicant failed to appear. The respondent testified that the applicant had also failed to appear to inspect the premises at 13 Inuit Road.

I agree with the landlord that the repairs required to these premises can not practically be undertaken when the premises are occupied. It is unfortunate that some arrangement could not be made to provide alternate accommodation while the applicant's premises are repaired. However, it is apparent that the landlord has done few if any repairs to the premises. Not all required repairs require the unit to be vacant. For example, the applicant stated that the stove has not worked since December, 2003 and the toilet in the downstairs bathroom has never worked.

Both parties to this tenancy agreement have failed to meet their obligations. The landlord has not maintained the premises and the tenant has not paid rent. The previous order (File #7805, filed on June 8, 2004) provided remedies for the landlord. This order shall address remedies for the tenant.

I find the respondent in breach of his obligation to maintain the rental premises in a state of good repair. Many repairs may be undertaken now. They are detailed in Schedule A to this order. The respondent has permitted the premises to deteriorate without appreciable maintenance. In my opinion, the applicant has suffered a significant loss of enjoyment of the premises and is entitled to compensation. Since the tenancy agreement has been terminated and the rent has not been paid, the compensation shall be applied as a credit to the rent account and serve to reduce the rent arrears of the tenant. In my opinion, a reduction of 25% of the rent due from February, 2004 to June, 2004 or \$1687.50 is appropriate.

An order shall issue requiring the respondent to undertake repairs to the premises as outlined in Schedule A to the order and to compensate the applicant in the amount of \$1687.50 by providing a rent credit in that amount.

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Hal Logsdon  
Rental Officer

SCHEDULE A

1. Have a qualified electrician inspect the electrical system to ensure system conforms to Canadian Electrical Code. Make necessary repairs to comply with code.
2. Ensure thermostats and all radiation is operative.
3. Repair back door and lockset to ensure security.
4. Install cabinet doors in kitchen.
5. Repair kitchen sink fixture leaks.
6. Repair or replace stove to ensure proper operation of oven and all burners.
7. Repair or replace upstairs bathroom fixture to ensure proper operation.
8. Repair upstairs bathroom trap to eliminate leakage.
9. Repair toilet in downstairs bathroom.
10. Repair front door and lockset to ensure security.
11. Repair railing on front steps.
12. Secure front steps to building.