

IN THE MATTER between **LUNDSTROM TERRACE**, Applicant, and **ANNIE RINGUETTE AND JEROME LEBLANC**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**LUNDSTROM TERRACE**

Applicant/Landlord

- and -

**ANNIE RINGUETTE AND JEROME LEBLANC**

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 two thousand two hundred dollars (\$2200.00).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of July, 2005.

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Hal Logsdon  
Rental Officer

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**LUNDSTROM TERRACE**

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-and-

**ANNIE RINGUETTE AND JEROME LEBLANC**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 7, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Doreen Benoit, representing the applicant Annie Ringuette, respondent Jerome Leblanc, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 7, 2005</b>

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated in October, 2004 when the respondents vacated the premises. On November 5, 2005 the parties mutually agreed in writing that the balance of rent owing was \$2600. The respondents made payments in November, 2004 and January, 2005 totalling \$400. The applicant filed the application on June 6, 2005 seeking the balance owing of \$2200.

Sections 68(1) and 68(2) of the *Residential Tenancies Act* require that applications be made within six months but permit a rental officer to extend that time limit.

**68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**

**(3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

In this matter, I believe it is reasonable to extend the six month limitation and determine the matter as the landlord had an acknowledgement of the debt from the tenants and had reason to believe that the matter would be resolved without resort to legal action.

The respondents stated that they had accepted the amount owing in November, 2004 but later discovered that landlords were obligated to repair premises and that tenants could seek remedies under the *Residential Tenancies Act*. They stated that the premises were in dire need of repair

during the tenancy and submitted photographs showing mould in various locations. The respondents stated that reasonable compensation for having to live under the conditions shown in the photographs would be the balance of the rent owing, \$2200.

The applicant, on viewing the photographs, stated that they were not taken on the rental premises but in some other location. She noted that the bathtub shown in one photograph was not the type which was provided in the rental premises and disputed that the photographs indicated the condition of the premises.

In my opinion, the respondents' claim comes too late to be considered. A tenant's claim for compensation due to the landlord's failure to repair must be made by application pursuant to section 30(4)(d) of the *Residential Tenancies Act*.

**30 (4) Where, on the application of a tenant, a rental officer determines that the landlord has breached an obligation imposed by this section, the rental officer may make an order**

**(d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a direct result of the breach.**

No application has been made by the respondents and at this late date such an application could not reasonably be considered as the condition of the premises during the term of the tenancy could not be determined.

Alternatively, on an application by a landlord seeking the payment of rent arrears, a rental officer may consider expenses which will be incurred by the tenant to remedy the landlords' failure to repair.

**41(5) Where a rental officer makes an order under paragraph (4)(a), the rental officer may, in determining the amount of rent owing, where the rental officer considers it is justified in doing so, take into account reasonable expenses that will be incurred by the tenant to remedy the effects of any breach by the landlord of the landlord's obligation to repair.**

Clearly, such a consideration can only be made while the tenant is still in possession.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2200. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2200.

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Hal Logsdon  
Rental Officer