

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **PATTI JOHNSON**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

PATTI JOHNSON

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 one thousand five hundred fourteen dollars and ninety four cents (\$1514.94).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repairs to the rental premises in the amount of one hundred ninety nine dollars and two cents (\$199.02).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of August,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
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BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

PATTI JOHNSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Launa Patrick, representing the applicant
Robert Wells, representing the applicant
Arlene Hache, representing the respondent
Patti Johnson, respondent

Date of Decision: August 23, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a statement of account which indicated a balance owing in the amount of \$1713.96. Included in that amount were repairs to a toilet in the amount of \$199.02. The applicant testified that the toilet was clogged by a perfume bottle which was lodged in such a way to make it impossible to remove. The applicant stated that the toilet had to be replaced, costing \$199.02. An invoice was presented in evidence. The applicant also stated that over the course of the tenancy, the rent had repeatedly been paid late.

The respondent's representative stated that the respondent did not dispute the allegations but did not think the breaches of the agreement should result in termination of the tenancy. The representative noted that the respondent was a long-term tenant of approximately nine years whose income was derived from disability payments and income support. The respondent provided a letter from her solicitor stating that the respondent was the executrix of an estate and therefore entitled to a commission well in excess of the rent arrears and repair costs. The solicitor also noted that in his opinion, the respondent was entitled to a significant amount from the estate. The solicitor indicated that he would be willing to act on a Direction to Pay authorized by the

respondent in favour of the landlord from the respondent's share of the estate.

There is no dispute that the respondent is in breach of her obligation to pay rent and has also failed to repair the damage to the toilet or pay the landlord for the costs of repair. No fewer than nine notices of early termination have been served on the respondent for non-payment of rent but over the long course of this tenancy, the landlord has only once before filed an application to a rental officer. That application was withdrawn by the landlord prior to the hearing. There is no doubt that the tenant has frequently failed to pay the rent on the days it is due but to date, the landlord has apparently been willing to permit the tenancy to continue. The applicant explained that they were now seeking termination due to the cumulative effects of late payments and the damages to the premises.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises. In my opinion, however, the remedy of termination of the tenancy agreement is not appropriate at this time. While the tenant is responsible for the toilet repair costs, it is not the sort of wilful or highly negligent damage for which termination would be an appropriate remedy. I question why the landlord would want to terminate this long-term tenancy now when it appears the tenant is on the verge being able to pay the arrears and may have an opportunity to keep the rent account current. The current arrears are not significantly higher than in previous periods and the respondent has demonstrated her willingness and ability to address the arrears in the past. In other circumstances, I would consider a deadline for the arrears and repair costs to be paid but the length of the probate process is difficult to determine.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1514.94 and repair costs in the amount of \$199.02. While the request for termination is denied, the landlord may file another application seeking termination of the tenancy agreement if the rent arrears significantly increase or if this order is not satisfied in a reasonable period of time.

Hal Logsdon
Rental Officer