IN THE MATTER between **GORDON ROBERTSON**, Applicant, and **PAULA LANNON**, 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:

GORDON ROBERTSON

Applicant/Landlord

- and -

PAULA LANNON

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 two thousand dollars ($2000.00).

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 43 Mackenzie Road, Inuvik, NT shall be terminated on December 31, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the December, 2005 rent in the total amount of three thousand dollars ($3000.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of November, 2005.

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Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

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REASONS FOR DECISION

Date of the Hearing: **November 23, 2005**

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

Appearances at Hearing: **Gordon Robertson, applicant**
                                    Paula Lannon, respondent

Date of Decision: **November 23, 2005**

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 between the parties.

The applicant testified that the respondent had failed to pay rent for August and November, 2005

resulting in rent arrears of $2000. The applicant stated that the tenancy agreement was oral in

nature and that the rent was to be paid monthly in advance. The applicant noted that a previous

order had been issued requiring the respondent to pay rent on time.

The respondent did not dispute the allegations and stated that she had been a tenant for six years.

She explained that she had been having both employment and health problems which had put her

in a difficult financial position. The respondent alleged that the applicant had failed to undertake

repairs to the premises and maintain it in a good state of repair. She provided a copy of an

inspection report completed by an Environmental Health Officer on November 15, 2005

outlining nine breaches of *Public Health Act* regulations. The applicant stated that he was

unaware of the report and would undertake the repairs promptly.

Withholding rent is not a tenant's remedy where a landlord fails to maintain the rental premises.

Tenants can be provided with remedies for a landlord's failure to repair by making an application

to a rental officer. The respondent's allegations may or may not be worthy of relief, but without

an application, I am unable at this time to consider any remedy.

The non-payment of rent is clearly a breach of the respondent's obligation as a tenant and the landlord is entitled to relief. I find the rent arrears to be $2000. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay rent arrears in the amount of $2000 and terminating the tenancy agreement on December 31, 2005 unless the rent arrears and the December, 2005 rent in the total amount of $3000 is paid in full.

Hal Logsdon
Rental Officer