

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
KARY LYNN LAFFERTY, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

KARY LYNN LAFFERTY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **KARY LYNN LAFFERTY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

KARY LYNN LAFFERTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 24, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Kary Lynn Lafferty, respondent
Rosa Lafferty, witness for the respondent

Date of Decision: January 24, 2006

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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$4194.59. Included in that amount was a repair charge for \$305.08 which the applicant stated was for the repair of a broken window.

The respondent disputed the allegations. She stated that the window was broken by unknown persons who were not in the premises. She stated that she was not at home when the window was broken and that it appeared that someone had thrown a rock at it. She stated that only the outside pane of the double-glazed window was broken. The applicant stated that the work order for the repair noted it as tenant damage but that he was unaware of how the window was broken.

The respondent stated that Stanley Rabesca, a former joint tenant, had moved out in 2002. One half of the arrears had been transferred to her account. She stated that this amount should be Mr. Rabesca's responsibility since he was employed during the joint tenancy and she was not. She noted that she had received only limited income since the joint tenancy ended and did not have the means to assume what she considered Mr. Rabesca's debt.

In the matter of the repair costs, I do not find sufficient evidence to conclude that the window was broken by the respondent or someone she permitted on the premises. The evidence suggests that the window was broken by someone outside the premises.

In the matter of rent, I note that there was a new tenancy agreement signed between the applicant and Ms Lafferty as sole tenant. The old tenancy between the applicant and Ms. Lafferty and Mr. Rabesca came to an end with the execution of Ms. Lafferty's agreement. The "splitting" of the arrears and the transfer to the respondent's account occurred in April of 2002.

While I do not agree with the respondent that she is not responsible for the arrears of the joint tenancy because they were based primarily on Mr Rabesca's income, I do find that the joint tenancy agreement was terminated almost four years ago. Section 68(1) of the *Residential Tenancies Act* requires that an application be made in a timely manner.

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.

In my opinion, the applicant should have taken steps to recover the arrears from the joint tenancy agreement within six months after the tenancy agreement ended. I find no justification to extend this limitation.

Since this tenancy agreement came into effect, rent and other charges total \$1745.08 and payments received and other credits are \$1719, leaving a balance owing of \$26.08. Included in this balance is the window repair charge of \$305.08 which in my opinion should not have been

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charged to the respondent as it does not appear to be tenant damage. Therefore I find no rent arrears and the application shall be dismissed.

Hal Logsdon
Rental Officer