

IN THE MATTER between **KATE MCLEOD**, Applicant, and **WILLIE CHIDOWE**, 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:

KATE MCLEOD

Applicant/Tenant

- and -

WILLIE CHIDOWE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for loss of full enjoyment of the rental premises in the amount of six hundred dollars (\$600.00). The compensation shall be paid to the applicant no later than June 30, 2006.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **KATE MCLEOD**, Applicant, and **WILLIE CHIDOWE**, 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:

KATE MCLEOD

Applicant/Tenant

-and-

WILLIE CHIDOWE

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 13, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Kate McLeod, applicant
<u>Date of Decision:</u>	June 13, 2006

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on May 30, 2006 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had failed to make repairs in accordance with an order filed on January 5, 2005 (Kate McLeod v. Willie Chidowe, File #10-8798). The applicant stated that they had given notice to terminate the tenancy agreement effective June 30, 2006 and had paid the full amount of rent to that date. The applicant testified that of the repairs ordered, only the repair of a finish strip on the kitchen ceiling and caulking around the tub had been completed. She testified that the most significant repair, the removal of the mould in the entry porch, had not been completed. A report from the Environmental Health Office, dated May 15, 2006 noted the mould in the porch area and ordered that it be removed and the structural integrity of the building ensured to prevent future moisture penetration and growth of mould.

As well as ordering repairs to the premises, the previous order required the respondent to provide the applicant with compensation for loss of full enjoyment of the premises in the amount of \$600. That amount represented compensation for loss for the period July to December, 2005. That compensation was payable as a rent credit.

As most of the repairs remain outstanding and the applicant has continued to lack the full enjoyment of the premises, I see no reason why the compensation of \$100/month should not be

extended to the end of the tenancy agreement. However, as the rent appears to have been paid to June 30, 2006, the respondent shall provide the compensation to the applicant as a cash payment.

I find the respondent in breach of his obligation to repair the rental premises and in breach of the previous order. An order shall issue requiring the respondent to pay the applicant compensation for the loss of full enjoyment of the rental premises in the amount of \$600. That represents compensation in the amount of \$100/month for the period January 1, 2006 to June 30, 2006. The respondent shall provide the compensation to the applicant no later than June 30, 2006.

Hal Logsdon
Rental Officer