

IN THE MATTER between **CORDI YACEYKO AND RICHARD DEUTSCHMANN**,
Landlords, and **BOBIE JEAN VIENNEAU AND JOHN BARNET**, Tenants;

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:

CORDI YACEYKO AND RICHARD DEUTSCHMANN

Landlords

- and -

BOBIE JEAN VIENNEAU AND JOHN BARNET

Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenants shall pay the landlords rent arrears in the amount of two thousand eighteen dollars (\$2018.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Basement Apartment, 4907 47th Street, Yellowknife, NT shall be terminated on November 14, 2006 and the tenants shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **CORDI YACEYKO AND RICHARD DEUTSCHMANN**,
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BETWEEN:

CORDI YACEYKO AND RICHARD DEUTSCHMANN

Landlords

-and-

BOBIE JEAN VIENNEAU AND JOHN BARNET

Tenants

REASONS FOR DECISION

Date of the Hearing: November 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Cordi Yaceyko, Landlord
Richard Deutschmann, Landlord
Bobie Jean Vienneau, Tenant
John Barnett, Tenant

Date of Decision: November 7, 2006

REASONS FOR DECISION

The landlords' application was filed on September 28, 2006 and the tenants' application was filed on October 4, 2006. As both applications relate to the same premises and the same tenancy agreement, both matters were heard at a common hearing.

Ms. Yaceyko noted that her legal name was Cordi Yaceyko rather than Cordi Yaceyko Deutschmann, as noted on the applications. The style of cause of the order shall be amended accordingly.

The landlords alleged that the tenants had failed to pay rent. A notice of early termination was served on the tenants on September 28, 2006 seeking vacant possession on October 14, 2006. The tenants remain in possession and the landlords seek an order requiring the tenants to pay the alleged rent arrears and terminating the tenancy agreement.

The landlords provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$2610. The rent for the premises is \$950/month and the monthly rent is payable in advance.

The tenants did not dispute the amount owing and indicated that they had withheld rent due to problems with the premises.

The tenants testified that there was mould in the premises which was causing illness. A photograph was provided in evidence which indicated an area of mould adjacent to the bathtub. Although the tenants were aware that an Environmental Health Officer was available to inspect the premises they had not made any contact with him to initiate an inspection of the mould.

The tenants also testified that the entrance door to the premises was not secure and that new windows which had recently been installed did not open. The tenants testified that the landlords had been notified of all of the problems except the windows. The tenants testified that during renovations to the premises, they had to use a stepladder to enter the premises and had to pay an \$85 telephone re-connection charge when their telephone line was disconnected during the renovations

The tenants indicated that they wished to have the tenancy agreement terminated. The tenants also felt that some compensation was reasonable but were unable to provide any evidence of loss at the hearing other than the telephone re-connection charge.

The landlords stated that they had agreed to pay the telephone re-connection charges but had not been presented with the bill. They agreed that the renovations had impeded entry through the back door but stated that the tenants were provided with an alternate entry to the premises during the renovations.

Section 30 of the *Residential Tenancies Act* obligates a landlord to maintain the premises in a good state of repair. On the finding of a rental officer that a landlord has breached this obligation, a rental officer may consider one of several remedies stated in section 30(4) of the 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
- (a) requiring the landlord to comply with the landlord's obligation;
 - (b) requiring the landlord to not breach the landlord's obligation again;
 - (c) authorizing any repair or other action to be taken by the tenant to remedy the effects of the landlord's breach and requiring the landlord to pay any reasonable expenses associated with the repair or action;
 - (d) requiring the landlord to compensate the tenant for loss that has been or will be suffered as a direct result of the breach; or
 - (e) terminating the tenancy on a date specified in the order and ordering the tenant to vacate the rental premises on that date.

The tenants were certain that they wished to leave the premises and have the tenancy agreement terminated. They were not interested in continuing the tenancy agreement. The parties agreed that November 14, 2006 would be a reasonable date to terminate the agreement.

I see no reason to order repairs as the tenants will not benefit from them. I find no evidence of loss which was the direct result of the landlords' breach of section 30, except the re-connection charge for the telephone.

I find the tenants in breach of their obligation to pay rent. As the parties wish to terminate this tenancy agreement on November 14, 2006, rent should be paid to that date. Taking into consideration the reimbursement of the telephone re-connection charge, I find the rent arrears to be \$2018, calculated as follows:

Rent arrears as at October 31/06 as per ledger	\$1660
Rent - November 1-14	443
less telephone re-connection charges	<u>(85)</u>
Amount due landlords	\$2018

An order shall issue requiring the tenants to pay the landlords rent arrears in the amount of \$2018 and terminating the tenancy agreement on November 14, 2006.

Hal Logsdon
Rental Officer