

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **DOLPHUS APPLE AND MARTHA MANTLA**, Respondents;

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 **GAMETI, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

DOLPHUS APPLE AND MARTHA MANTLA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand six hundred eighty nine dollars (\$3689.00).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant the rent arrears in accordance with the following schedule:
 - a) One payment of no less than one thousand dollars (\$1000.00) to be paid forthwith.
 - b) One payment of no less than one hundred dollars (\$100.00) to be paid no later than February 28, 2007.

- c) Monthly payments of no less than one hundred dollars (\$100.00) to be paid no later than the last day of each month thereafter until the rent arrears are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly assessed rent on time.
4. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to repair damages to the rental premises by making alterations to the porch so as to meet acceptable building standards as determined by the landlord or by removing the porch from the house and repairing any damages to the original house structure.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2007.

Rental Officer

Hal Logsdon

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DOLPHUS APPLE AND MARTHA MANTLA, Respondents.

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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

DOLPHUS APPLE AND MARTHA MANTLA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 16, 2007

Place of the Hearing: Gameti, NT via teleconference

Appearances at Hearing: Mike Keohane, representing the applicant
Dolphus Apple, respondent

Date of Decision: January 16, 2007

REASONS FOR DECISION

The parties entered into a tenancy agreement for a term of two years commencing on January 1, 2005. The applicant alleged that the respondents have breached the tenancy agreement by failing to pay rent and by adding a porch to the premises without the landlord's consent. The applicant stated that the porch was poorly constructed and compromised the structural integrity of the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears, repair the alleged damages done to the premises by adding the porch and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant testified that the respondents currently owed \$3689 in back rent and provided a statement of the rent account, notices of assessment and income declarations in evidence. The statement indicates that early in the tenancy, a number of payments were made by the respondents by cheque or preauthorized debit. All of these payments except two, totalling \$320, were returned due to insufficient funds. No payments whatsoever have been made since June 2005.

The applicant also provided an inspection report which outlines the deficiencies with the tenant-built porch and estimates repair costs of approximately \$2000-\$2500.

The respondent did not dispute the allegations and stated that he had not had any income for over a year but would pay all the rent arrears as soon as he got a job. The respondent also stated that he would take off the porch and repair any damage to the house.

It appears from the income declarations that the current monthly rent of \$167 is based on the respondents' 2005 income tax returns. It is the obligation of the tenant, pursuant to article 6 of the tenancy agreement to report changes in the household income to the landlord. I find no indication that the respondents have reported any changes to the 2005 level of household income. I find the rent statement in order and find rent arrears in the amount of \$3689.

It is hard to find any intent by the respondents to pay the monthly rent. Two payments totalling less than the monthly rent and no payments at all for the past 19 months hardly suggest a tenant with the intent to pay rent. Although the applicant initially sought termination, they were willing to make an arrangement for the orderly payment of the arrears. The applicant suggested that an initial payment of \$1500 would show the respondents' good intentions to pay the arrears and afterwards, monthly payments of \$100 plus the monthly rent would be satisfactory. The respondent agreed to the suggested repayment plan.

In my opinion, a lump sum payment of \$1500 is somewhat excessive given the respondent's current financial position, although the credibility of his testimony as to current income is

questionable. In my opinion a lump sum payment of \$1000 should be sufficient as a show of good faith.

In the matter of the unapproved porch, I note that article 12(d) of the tenancy agreement prohibits alterations to the premises without the landlord's consent. The addition of a porch which fails to meet applicable codes constitutes, in my opinion, damages to the premises and it is reasonable to order the respondent to either remove the porch and repair any resultant damages to the house or to bring the porch to reasonable standards.

I find the respondents in breach of their obligations to pay rent and to repair damages to the premises. An order shall issue requiring the respondents to remove or repair the porch, pay future rent on time and pay rent arrears of \$3689 in accordance with the following schedule:

- a) One payment of no less than \$1000.00 to be paid forthwith.
- b) One payment of no less than \$100.00 to be paid no later than February 28, 2007.
- c) Monthly payments of no less than \$100.00 to be paid no later than the last day of each month thereafter until the rent arrears are paid in full.

Should the respondents fail to make payments of rent arrears in accordance with this order, fail to pay the monthly rent on time or fail to make the ordered repairs to the porch, the applicant

may file another application seeking the full payment of any remaining rent arrears, costs of repairs to the porch and termination of the tenancy agreement.

Hal Logsdon
Rental Officer