

IN THE MATTER between **SOCIAL HOUSING**, Applicant, and **SANDRA NELSON AND AARON ELTON**, 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 **FORT LIARD, NT**.

BETWEEN:

**SOCIAL HOUSING**

Applicant/Landlord

- and -

**SANDRA NELSON AND AARON ELTON**

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 eight hundred twenty two dollars and seventy cents (\$822.70).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to repair the broken window in the rental premises.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October, 2007.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **SOCIAL HOUSING**, Applicant, and **SANDRA NELSON AND AARON ELTON**, 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:

**SOCIAL HOUSING**

Applicant/Landlord

-and-

**SANDRA NELSON AND AARON ELTON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** October 2, 2007

**Place of the Hearing:** Fort Liard, NT

**Appearances at Hearing:** Brenda Berreault, representing the applicant  
Sandra Nelson, respondent  
Aaron Elton, respondent

**Date of Decision:** October 2, 2007

**REASONS FOR DECISION**

The applicant stated that the premises had been sold to the NWT Housing Corporation who had reorganized the management of the portfolio under the legal name of "Social Housing". The applicant requested that the style of cause of the order reflect the new name of the landlord.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears, repair damages to the premises and terminating the tenancy agreement between the parties.

The application was made pursuant to section 41(4)(a) but also alleges damages to the premises. The application does not indicate that the applicant intends to seek the termination of the tenancy agreement. In my opinion, the applicant should set out in the application the remedies they intend to request so that the respondents can adequately prepare their defence. For this reason, I shall not consider the remedy of termination at this time.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$822.70. The respondents did not dispute the allegations pertaining to rent.

The applicant provided photographs of two broken doors and a broken window in evidence. Although some of the photographs were taken over a year prior to the hearing, the applicant stated that no repairs had been undertaken by either party nor had any estimates or quotations for the repairs been prepared by the applicant.

The respondents disputed that the damages to the doors were the result of their negligence. The applicants testified that one door was damaged by unknown persons while they were away from the premises and the other door was damaged by a known individual who attempted to forcibly enter the premises because he thought his girlfriend was inside. The respondents stated that they did not permit entry of either of the parties and both incidents were reported to the police. The applicants acknowledged that the window was broken by a person who was permitted on the premises and broke the window when she was asked to leave.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$822.70.

Section 42 of the *Residential Tenancies Act* sets out a tenant's obligation to repair damages.

**42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**

The two doors were not damaged by the respondents or persons they permitted on the premises. Therefore the applicant's request for repair costs for the damaged doors is denied. The broken window was damaged by a person who was permitted on the premises by the respondents.

Therefore the obligation to repair the damaged window rests with the respondents.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$822.70, to comply with their obligation to repair the damaged window and to pay future rent on time.

---

Hal Logsdon  
Rental Officer