

IN THE MATTER between **TSIIGEHTCHIC HOUSING ASSOCIATION**, Applicant,
and **LISA MARIE CARDINAL**, 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 **TSIIGEHTCHIC, NT.**

BETWEEN:

TSIIGEHTCHIC HOUSING ASSOCIATION

Applicant/Landlord

- and -

LISA MARIE CARDINAL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six thousand eight hundred seventy four dollars and thirty one cents (\$6874.31).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred three dollars and thirty seven cents (\$203.37).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **TSIIGEHTCHIC HOUSING ASSOCIATION**, Applicant,
and **LISA MARIE CARDINAL**, 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:

TSIIGEHTCHIC HOUSING ASSOCIATION

Applicant/Landlord

-and-

LISA MARIE CARDINAL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 19, 2007
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Elaine Blake, representing the applicant Lisa Marie Cardinal, respondent
<u>Date of Decision:</u>	April 19, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 30, 2006. At the end of the tenancy, the applicant retained the security deposit and accrued interest, applying it to rent arrears. The applicant now seeks an order for rent arrears in excess of the retained security deposit and repair costs for a plugged toilet. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing, after the application of the security deposit and interest, in the amount of \$6874.31. The applicant also provided an invoice and work order in evidence which indicated that a toilet had been replaced in the premises due to something stuck in the trap. The cost of repair was \$203.37.

The respondent stated that she didn't feel the rent was fair because the rental premises were in such poor condition. She stated that the premises should have been condemned and that the landlord failed to maintain them in a good state of repair.

The applicant acknowledged that the premises were in poor condition but did not feel that the rent arrears should be reduced or forgiven.

If the respondent felt the landlord was in breach of their obligation to maintain the premises, she should have filed an application to a rental officer and sought a remedy pursuant to the *Residential Tenancies Act*. Withholding of rent is not a remedy. The respondent can not now,

eight months after she vacated the premises, seek relief or offer the landlord's failure to maintain the premises as a defence for non-payment of rent. I must find her in breach of her obligation to pay rent. I find the ledger in order and find the rent arrears to be \$6874.31.

I find the repairs to the toilet were made necessary due to the negligence of the respondent. I find the repair costs of \$203.37 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6874.31 and repair costs in the amount of \$203.37.

Hal Logsdon
Rental Officer