

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CHARLES ADAMS AND MICHELLE BENNETT**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

CHARLES ADAMS AND MICHELLE BENNETT

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 four hundred eighty dollars (\$3480.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment E109, 900 Lanky Court, Yellowknife, NT shall be terminated on May 10, 2008 and the respondents shall vacate the premises on that date unless the rent arrears and the rent for May, 2008 in the total amount of five thousand eighty dollars (\$5080.00) are paid in full.

3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of three thousand eight hundred fifty four dollars and forty cents (\$3854.40).

4. Pursuant to sections 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment E109, 900 Lanky Court, Yellowknife, NT shall be terminated on May 31, 2008 and the respondents shall vacate the premises on that date unless the repair costs in the amount of three thousand eight hundred fifty four dollars and forty cents (\$3854.40) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CHARLES ADAMS AND MICHELLE BENNETT**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

CHARLES ADAMS AND MICHELLE BENNETT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 9, 2008 continued on April 17, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Charles Adams, respondent (on April 9th only)
Michelle Bennett, respondent

Date of Decision: April 25, 2008

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for repairs which were made necessary due to their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement on April 30, 2008 unless the arrears and repair costs were paid in full.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$3480 and repair costs in the amount of \$3854.40. The applicant testified that the damage was caused by careless smoking in the premises which started a fire and set off the sprinkler system causing considerable water damage. An itemised account of the repairs was provided in evidence.

The respondents disputed the rent but did not have any evidence to rebut the applicant's allegations. The hearing was adjourned to April 17, 2008 to provide the respondents with an opportunity to submit evidence.

When the hearing resumed, the respondent acknowledged that the arrears of \$3480 were correct. The respondent also acknowledged that the fire was caused by careless smoking but noted that it took considerable time for the sprinkler system to be turned off because the landlord's representative did not arrive until one hour after the sprinkler system was activated. She noted

that the fire department had been able to shut off the system. The applicant stated that the on-call employee had to contact the sprinkler servicing company and they attended the premises as soon as they were able. I note that the fire occurred about 10:30 or 11:00 PM.

I note that a previous order (file #10-9540, filed on November 13, 2007) required the respondents to pay rent arrears and an outstanding security deposit totalling \$2950 to avoid termination on November 30, 2007. That order was satisfied. The order also required the respondents to pay future rent on time. Now, only five months later, the respondents are again in serious arrears. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

In the matter of the repair costs, I find the costs of \$3854.40 to be reasonable. In my opinion, the applicant did not fail to mitigate the damage by failing to attend the premises sooner. The landlord can not be expected to be a first responder in the case of a fire or similar emergency. In my opinion, failure to pay for the repair costs is reasonable grounds to terminate the tenancy agreement. Since the repairs are undoubtedly an unexpected expense, I believe the respondents should have a little more time to pay for them.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3480 and repair costs in the amount of \$3854.40. The tenancy agreement shall be terminated on May 10, 2008 unless the rent arrears and the May, 2008 rent in the total amount of \$5080 are paid in full. The repair costs of \$3854.40 shall be paid on or before May 31, 2008 otherwise the

tenancy agreement shall be terminated on that date.

Hal Logsdon
Rental Officer