

IN THE MATTER between **RAE EDZO HOUSING AUTHORITY**, Applicant, and  
**ROBERT MACKENZIE AND LAIZA MACKENZIE**, 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 **BEHCHOKO, NT**.

BETWEEN:

**RAE EDZO HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ROBERT MACKENZIE AND LAIZA MACKENZIE**

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 seventy dollars (\$870.00).
2. 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 3rd day of August,  
2010.

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Hal Logsdon  
Rental Officer

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-and-

**ROBERT MACKENZIE AND LAIZA MACKENZIE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 16, 2010

**Place of the Hearing:** Behchoko, NT

**Appearances at Hearing:** Rose Dryneck, representing the applicant  
Robert Mackenzie, respondent  
Rose Lamouelle, representing the respondents

**Date of Decision:** August 3, 2010

### **REASONS FOR DECISION**

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 and to pay future rent on time. The applicant withdrew the request for an order terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$870. The applicant also provided a copy of the tenant damage ledger which indicated a balance owing of \$164.99.

The respondent questioned the nature of the repairs. The applicant was unable to provide any information as to the repairs that were made or the nature of the alleged damage.

The tenancy agreement between the parties commenced on April 1, 2008 and was month-to-month. The parties entered into several term tenancy agreements commencing April 1, 2009. The current term expires on March 31, 2011. Preceding this tenancy agreement was a tenancy agreement between the applicant and the respondents and Ricky Mackenzie as joint tenants for the same premises. Although these are two separate tenancy agreements, the applicant has treated them as one, carrying forward a balance of \$1770.96 from the former tenancy agreement to the current one.

Section 68 of the *Residential Tenancies Act* sets a time limitation on applications.

- 68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**
- (2) A landlord or a tenant making an application to a rental officer for an order or a decision under this Act must file the application with the rental officer and serve a copy of the application on the other party within at least 14 days after the filing of the application.**
- (3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

In this case I do not believe it is unfair to consider the rent arrears which accrued during the previous tenancy agreement. Mr. and Ms Mackenzie were parties to that agreement and there is continuity of possession in the same premises.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$870. The request for repair costs are denied as I can not determine if they were the result of tenant damage or if the costs are reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$870 and to pay future rent on time.

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Hal Logsdon  
Rental Officer