

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
CAMILLA STEPHANIE SANGUEZ, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act")and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **JEAN MARIE RIVER, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

CAMILLA STEPHANIE SANGUEZ

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred sixty five dollars and eighty three cents (\$1665.83). The respondent shall pay the rent arrears in monthly installments of one hundred fifty dollars (\$150.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on November 30, 2011.
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of two hundred fifty dollars (\$250.00).

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

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
CAMILLA STEPHANIE SANGUEZ, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

CAMILLA STEPHANIE SANGUEZ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 21, 2011 continued on October 27, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Lorayne M. Moses, representing the applicant
Camilla Stephanie Sanguez, respondent

Date of Decision: November 15, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the balance of the required security deposit and failing to pay for repairs to the heating system required due to her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears, the outstanding security deposit, the furnace repair costs and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a statement in evidence indicating rent arrears of \$1765.83, an outstanding balance of security deposit of \$250 and repair costs of \$786.44. The respondent disputed all of the amounts. The respondent stated that she had paid \$200 on October 17, 2011 that did not appear on the statement. Both parties stated that they had additional evidence they wished to submit and the hearing was adjourned to October 27, 2011 to permit the parties to file additional evidence.

When the hearing continued, the applicant acknowledged that the October 17, 2011 payment was posted as \$100 in error and that the amount received was, in fact, \$200. The respondent agreed that the rent arrears were \$1665.83. The respondent did not present any evidence that the remaining \$250 of the required security deposit had been paid. The statement and a letter dated June 24, 2010 explaining how payments were allocated to rent and the security deposit suggest that \$250 of the required \$500 security deposit remains outstanding.

The applicant provided a work order, correspondence and invoices which indicate that the Fort Simpson Housing Authority made a service call on November 3, 2009 to the premises to attend to a malfunctioning heating system. The work order indicates that the heating system had run out of fuel. The work order indicates that the system was bled and the crawl space thermostat was reset as it was too high. The respondent stated that the heating system had been running almost continuously, even in warm weather and that she had contacted the applicant and verbally requested that the system be inspected and adjusted as necessary. She acknowledged that the system had run out of fuel but submitted that it was due, at least in part, to the malfunction of the heating system which the applicant had failed to fix. The applicant stated that they had no record of the respondent's request to attend to the heating system.

This tenancy agreement commenced in June, 2009 and the respondent has been occupying the premises for two heating seasons. The applicant is obligated to maintain the premises. I would expect that the applicant arranged for inspection and regular maintenance on the heating system on at least two occasions and the problem with the crawl space thermostat discovered and resolved. In my opinion, both parties share the negligence that led to this incident. The tenant allowed the fuel tank to run dry and the landlord failed to maintain the heating system so that it operated in a reasonable manner. Given that the applicant would have spent the same amount of money to attend to the thermostat problem as they did on the service call in November, 2011, I do not think the respondent should bear the cost of the repair. The applicant's request for repair costs is denied.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the full amount of the required security deposit. I find the rent arrears to be \$1665.83 and the outstanding security deposit to be \$250. In my opinion, the tenancy agreement should be allowed to continue provided the respondent pays the rent arrears in installments of \$150/month, pays the outstanding security deposit and pays the monthly rent on time.

An order shall issue requiring the respondent to pay rent arrears of \$1665.83 in monthly installments of \$150 payable on the past day of every month until the arrears are paid in full. The first payment shall be due on November 30, 2011. The respondent is also ordered to pay the outstanding security deposit of \$250 and to pay the monthly rent on time.

Should the respondent fail to pay the monthly rent on time, pay the rent arrears in accordance with this order or promptly pay the outstanding security deposit, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer