

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
STELLA QUITTE, 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 **BEHCHOKO, NT.**

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

STELLA QUITTE

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 four thousand one hundred three dollars (\$4103.00). The rent arrears shall be paid in monthly installments of sixty dollars (\$60.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2013.
2. Pursuant to sections 42(3)(a) of the *Residential Tenancies Act*, the respondent shall complete the following repairs to the premises on or before November 30, 2013.
 - a) Repair or replace exterior door - main entrance.
 - b) Replace two broken windows in livingroom/dining room area.

- c) Replace broken bedroom window.
- d) Repair or replace 2 interior doors in bedrooms.
- e) Repair or replace bathroom door.
- f) Repair damages to walls and ceiling in bedrooms.
- g) Replace shower rod and paper holder in bathroom.

3. Pursuant to section 42(3)(d) of the *Residential Tenancies Act*, the applicant is authorized to complete any of the repairs listed in section 2 of this order if the repairs are not completed by the respondent in accordance with applicable codes and in a workmanlike manner on or before November 30, 2013.
4. 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 24th day of September, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
STELLA QUITTE, 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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

STELLA QUITTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2013

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Michael Keohane, representing the applicant
Robert McCallum, witness for the applicant
Stella Quitte, respondent

Date of Decision: September 23, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant withdrew their request for an order terminating the tenancy agreement in favour of an order requiring the respondent to pay the alleged rent arrears and the repair costs and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$5648. The full unsubsidized rent of \$1545 had been assessed in August, 2013.

The applicant had no direct knowledge of why that rent had been assessed but speculated that the respondent had failed to report any income information on which to calculate a subsidized rent.

The applicant also provided an inspection report conducted on July 17, 2013 which indicted numerous tenant damages including a broken entrance door, three broken windows, broken interior doors, a missing smoke detector and wall and ceiling damage. The inspection report estimated the cost of repair to be \$3029.95. The applicant stated that none of the repairs had been completed.

The respondent did not dispute the rent arrears. She stated that she could pay the arrears in monthly installments of \$50-60 dollars. The applicant stated that they would prefer monthly payments of \$100. I find the application of the full unsubsidized rent to be unreasonable. The

applicant acknowledged that the office staff had received income information from a number of tenants but due to vacations had not had time to assess all of the rents based on income. There was no income information available at the hearing to permit a calculation of the August, 2013 rent. Ignoring the August rent, I find the rent arrears to be \$4103. In my opinion, a reasonable monthly payment of arrears is \$60. A order shall issue requiring the respondent to pay the rent arrears of \$4103 in monthly installments of \$60, payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2013.

The respondent stated that she had repaired some of the wall damage and had replaced the smoke detector as the original was not working. She stated that the utility room door had delaminated due to normal wear and tear. The respondent acknowledged that the three of the four broken windows were the result her negligence. One broken window, the repair of which she was not being charged for, was the result of vandalism. The applicant's witness did not specify what the "misc. hallway repairs " were.

Section 42 of the *Residential Tenancies Act* sets out the tenant's obligation to repair damages to the premises and sets out remedies for breaching that obligation.

- 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.**
- (2) Ordinary wear and tear of rental premises does not constitute damage to the premises.**
- (3) Where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer**

may make an order

- (a) requiring the tenant to comply with the tenant's obligation;**
- (b) prohibiting the tenant from doing any further damage;**
- (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach;**
- (d) authorizing any repair or other action that is to be taken by the landlord to remedy the effects of the tenant's breach;**
- (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or**
- (f) terminating the tenancy on the date specified in the order and ordering the tenant to vacate the rental premises on that date.**

It appears from the evidence that the respondent has completed some of the repairs since the inspection was done in July, 2013. Whether these are satisfactory or not is unknown. There is not sufficient evidence to conclude that the utility room door damage is the result of normal wear and tear or negligence on the part of the tenant. There is insufficient evidence to support the claim for the "misc. hallway repairs". If the smoke detector was not operating, it was the applicant's obligation to repair or replace it but I cannot determine from the evidence if the new detector is acceptable in terms of compliance to applicable codes.

In my opinion, the respondents should be afforded the opportunity to make any repairs of tenant damage prior to authorizing the landlord to undertake the repairs on their behalf. Therefore the respondents shall be ordered to make the following repairs to the premises on or before November 30, 2013:

- a) Repair or replace exterior door - main entrance.
- b) Replace two broken windows in livingroom/dining room area.
- c) Replace broken bedroom window.

- d) Repair or replace 2 interior doors in bedrooms.
- e) Repair or replace bathroom door.
- f) Repair damages to walls and ceiling in bedrooms.
- g) Replace shower rod and paper holder in bathroom.

If the respondent fails to complete the repairs in accordance with applicable codes or in a workmanlike fashion by November 30, 2013, the applicant is authorized to undertake the repairs and is granted leave to make an application after the completion of the work for costs directly related to the repairs.

Hal Logsdon
Rental Officer