

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **MINNIE WHIMP AND RONALD MCKAY**, 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 **FORT RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

MINNIE WHIMP AND RONALD MCKAY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(c) of the *Residential Tenancies Act*, the applicant shall pay the respondents expenses related to the repair of the premises on behalf of the landlord in the amount of three hundred fifty dollars (\$350.00). The amount shall be paid to the respondents in the form of a rent credit.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the remaining rent arrears after application of the rent credit in the amount of three hundred twenty two dollars (\$322.00).

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3. 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 18th day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **MINNIE WHIMP AND RONALD MCKAY**, Respondents.

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BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

MINNIE WHIMP AND RONALD MCKAY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 11, 2002
<u>Place of the Hearing:</u>	Fort Resolution, NT via teleconference
<u>Appearances at Hearing:</u>	Joyce Beaulieu, representing the applicant Minnie Whimp, respondent Ronald McKay, respondent
<u>Date of Decision:</u>	December 11, 2002

REASONS FOR DECISION

The applicant alleged that respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at September 30, 2002 in the amount of \$608. The applicant testified that since the last posting to the ledger, rent for October and November had come due in the amount of \$64 and no payments had been received, bringing the balance of rent owing to \$672.

The respondents did not dispute the allegations but testified that they had undertaken repairs to the premises and felt they should be compensated. They indicated that repairs had been done to the porch and roof and that they had not been reimbursed for materials. The respondents testified that the landlord's maintenance staff had inspected the work and found it acceptable. They estimated the value of materials used to be \$250.

The respondents also testified that the landlord offered all tenants a rent credit of \$100 if they cleaned up the yard area around their homes. The respondents indicated that they complied with the requirements but never received the credit. The rent ledger did not indicate any credit. The respondents stated that their frustration with the landlord had led them to withhold rent until the situation was addressed.

The applicant acknowledged that the work has been completed by the respondents and that it was of an acceptable standard. She explained that the board of directors had not been able to meet for a long time due to lack of a quorum and had not been able to hear the concerns of the respondent but explained that the respondents had not made a formal claim for reimbursement. The applicant did not dispute the statements of the respondent concerning compliance with the requirements for the clean-up credit.

In my opinion, the work undertaken by the respondents was the obligation of the landlord and compensation of \$250 is reasonable. I see no evidence that the respondents failed to qualify for the clean-up credit. Total compensation in the form of a rent credit of \$350 is reasonable.

I find the respondents failed to meet their obligations to pay rent and find the amount owing, after application of the \$350 rent credit to be \$322.

An order shall be issued requiring the applicant to apply the rent credit of \$350, requiring the respondents to pay the remaining arrears of \$322 and requiring the respondents to pay future rent on time.

Hal Logsdon
Rental Officer