

IN THE MATTER between **EILEEN ROGERS**, Applicant, and **902754 NWT LIMITED**, 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, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

EILEEN ROGERS

Applicant/Tenant

- and -

902754 NWT LIMITED

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 32(1) and 83(2) of the *Residential Tenancies Act*, the applicant shall pay the rent lawfully required for October, 2002 and all rent for subsequent months to the rental officer until repairs to the premises ordered by the rental officer have been completed. Payments shall be made by certified cheque or money order or provided by the Government of the Northwest Territories Income Support Program and made payable to the NWT Rental Office.

2. Pursuant to section 33(3)(a) of the *Residential Tenancies Act*, the respondent shall not cause the reasonable supply of heat to be withheld in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of September, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **EILEEN ROGERS**, Applicant, and **902754 NWT LIMITED**, 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:

EILEEN ROGERS

Applicant/Tenant

-and-

902754 NWT LIMITED

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 18, 2002

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Eileen Rogers, applicant
Debbie Phillips, witness for the applicant

Date of Decision: September 20, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 9, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to maintain the rental premises and by failing to provide a reasonable supply of heat. An order was filed by a rental officer on April 8, 2002 requiring the respondent to complete a number of repairs to the premises. The order was sent to the respondent by registered mail and confirmed delivered on April 19, 2002. The applicant testified that none of the repairs had been made except for the replacement of the kitchen stove. The applicant also testified that in April and May, 2002 the apartment was frequently without heat.

The respondent is currently receiving income support assistance and the monthly rent of \$1350 is being paid by the Government of the Northwest Territories. The order did not specify a deadline for the completion of the repairs but in my opinion, the respondent has had ample time to arrange for materials and labour and to complete them. It would appear he has little interest in doing so.

Section 32 of the *Residential Tenancies Act* permits a rental officer to make an order requiring the payment of rent to a rental officer provided an application has been made by the tenant pursuant to section 30(4). The applicant made such an application on January 16, 2002 concerning these repairs. In my opinion, an order requiring the respondent to pay rent to a rental

officer until the ordered repairs are completed is justified and may perhaps be the only effective way to ensure these repairs are completed.

An order shall be issued requiring the respondent to pay the full October, 2002 rent to the rental officer and to continue to pay the full monthly rent each month thereafter to the rental officer until the repairs are completed. Either party may notify the rental officer on the completion of the repairs and the rental officer shall, after verifying that the repairs have been completed, release the rent monies to the landlord.

Hal Logsdon
Rental Officer