

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **TANYA NOKADLAK**, 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:

902754 NWT LIMITED

Applicant/Landlord

- and -

TANYA NOKADLAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight thousand fifty dollars (\$8050.00)
2. Pursuant to section 40(2) of the *Residential Tenancies Act*, the applicant shall comply with their obligation to make the rental premises secure by making necessary repairs to the entry doors to prevent unauthorized entry and by providing keys for the entry doors to the tenant.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **TANYA NOKADLAK**, 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:

902754 NWT LIMITED

Applicant/Landlord

-and-

TANYA NOKADLAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 26, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Khatib, representing the applicant
Tanya Nokadlak, respondent

Date of Decision: December 3, 2002

REASONS FOR DECISION

I note that the respondent's name was misspelled on the application. The correct spelling of her name appears in this order.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided a statement of the rent, testifying that there were rent arrears in the amount of \$9400. The applicant was unsure of the amount of security deposit required and did not produce any written tenancy agreement in evidence.

The respondent disputed the allegations pertaining to rent, testifying that she had paid \$900 in May and \$450 in June which were not shown on the applicant's statement. The applicant agreed to adjust the balance owing to \$8050.

The respondent testified that the refrigerator and stove failed in June, 2002 and that she notified the landlord of the problems. She testified that the landlord had not attended to the repairs. She also indicated that the doors giving entry to the premises were not secure and could not be locked, enabling anyone to enter the premises. She said she was never given any keys to the premises. She indicated that the entry doors had not been secure since the commencement of the tenancy.

The applicant stated that he had not been notified of the appliance problems.

Without a copy of the tenancy agreement, I am not satisfied that a security deposit was required, particularly when the landlord is unable to identify the amount owing. The parties appear to agree on the amount of rent owing. Taking into account the adjustments made by the applicant after review by the respondent, I find that amount to be \$8050. I also find that the respondent has breached the obligation to provide secure rental premises pursuant to section 40 of the *Residential Tenancies Act*.

A landlord shall cause to be installed in the rental premises, including the door giving entry to a residential complex, devices necessary to make rental premises reasonably secure from unauthorized entry.

In my opinion, this is a substantial breach of the tenancy agreement. As such, I am denying the applicant's request for an order terminating the tenancy agreement. The applicant may seek further remedy when repairs have been made to make the premises secure and keys have been provided to the tenant. I am not satisfied from the evidence that the applicant was notified about the problems with the appliances. The tenant is responsible to bring these matters to the landlord's attention. I suggest that the applicant is now aware of these problems. It would be prudent to promptly attend to them and the respondent may make an application seeking remedy should the applicant fail to do so. I am satisfied that the applicant was aware of the problems with security as they existed at the commencement of the tenancy.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$8050 and requiring the applicant to ensure the doors to the premises are made secure and

keys provided to the respondent.

Hal Logsdon
Rental Officer