

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **FLORENCE THRASHER**, 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 -

FLORENCE THRASHER

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 one thousand five hundred dollars (\$1500.00).

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 **FLORENCE THRASHER**, 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-

FLORENCE THRASHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Talal Khatib, representing the applicant
Florence Thrasher, respondent

Date of Decision: December 3, 2002

REASONS FOR DECISION

The hearing, originally schedule for November 26, 2002 was adjourned at the applicant's request to November 27, 2002.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant withdrew the request for an order requiring an alleged outstanding security deposit to be paid and terminating the tenancy agreement and sought an order requiring the respondent to pay the alleged rent arrears. The applicant alleged that the rent had not been paid for the months of June and July, 2002. The applicant indicated that the rent for the premises was \$1500/month, bringing the balance of rent arrears to \$3000.

The respondent did not dispute that the rent had not been paid in June or July but indicated that she did not take possession until June 21, 2002. She testified that when she did take possession the premises were so dirty that she spent six days cleaning. The landlord indicated that the tenant was entitled to take possession on June 20, 2002.

In my opinion, the tenant should not be liable for the full months rent in June when she did not take possession until June 22. As well, it appears that the premises were not in a reasonable state of cleanliness and that the respondent spent considerable time cleaning the premises on behalf of the applicant. In my opinion, reasonable compensation for her effort on behalf of the landlord is equivalent to the rent between the commencement of the tenancy and June 30, 2002. Therefore I

find rent arrears of one month or \$1500 and an order shall be issued requiring the respondent to pay the applicant that amount.

Hal Logsdon
Rental Officer