

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GREGORY ROBICHAUD AND RHONDA BOND**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

GREGORY ROBICHAUD AND RHONDA BOND

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine hundred ninety five dollars (\$995.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the balance of the security deposit to the applicant in the amount of six hundred thirty one dollars (\$631.00).
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 17th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GREGORY ROBICHAUD AND RHONDA BOND**, 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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

GREGORY ROBICHAUD AND RHONDA BOND

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Gregory Robichaud, respondent
Rhonda Bond, respondent

Date of Decision: October 14, 2003

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the security deposit required pursuant to the tenancy agreement. The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$995 and a balance of security deposit owing in the amount of \$631. The tenancy agreement between the parties commenced on May 1, 2003 making the balance of the required security deposit due and payable on July 31, 2003.

The respondents did not dispute the allegations but alleged that the applicant had breached their obligations to maintain the premises in a good state of repair. The respondents provided a written statement outlining repairs which they claimed were necessary. The respondents stated that they had intentionally withheld rent and the balance of the deposit until the applicant attended to the repairs. The respondents sought compensation for loss of full enjoyment of the premises. The respondents have not filed an application to a rental officer.

Section 30(4) of the *Residential Tenancies Act* permits a rental officer to make orders requiring a landlord to repair premises and to compensate tenants for loss that has been suffered as a direct result of the landlord's failure to repair. Such orders, however are made ***on the application of a tenant***. Section 75 of the Act requires a rental officer to ensure that the rules of natural justice are followed. Included in these rules is the requirement that a party has the opportunity to know the case against them and to present their case to the rental officer, hence the requirement for an

application to be made and to be properly served on the other party. Therefore, I am unable to consider compensation or any other order regarding repair of the premises. The respondents are free to make an application seeking any of the remedies set out in section 30(4) of the Act.

I find the respondents in breach of their obligation to pay rent and their obligation to pay the security deposit. I find the rent arrears to be \$995 and the outstanding security deposit to be \$631. In my opinion, it is not appropriate to terminate the tenancy agreement given the allegations of the respondents. An order shall issue requiring the respondents to pay the rent arrears and outstanding security deposit and to pay future rent on time. If this order is not complied with in a reasonable period of time, the applicant may seek further remedy.

Hal Logsdon
Rental Officer