

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **DANIEL ROGERS AND KATHLEEN MANGELANA**, 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 **INUVIK, NT**.

BETWEEN:

**902754 NWT LIMITED**

Applicant/Landlord

- and -

**DANIEL ROGERS AND KATHLEEN MANGELANA**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the applicant shall pay the respondents compensation related to loss suffered as a result of the applicant's failure to repair the rental premises in the amount of two thousand dollars (\$2000.00).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears after deduction of compensation in the amount of four thousand dollars (\$4000.00).
3. Pursuant to section 32(1) of the *Residential Tenancies Act*, the respondents shall pay all

future rent to the rental officer who shall hold the monies in trust until the ordered repairs to the rental premises have been completed. All payments to the rental officer shall be made by certified cheque or money order.

4. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 32 Kugmallit Road, Inuvik, NT shall be terminated on March 31, 2003 and the respondents shall vacate the premises on that date unless payments of rent arrears of at least four thousand dollars (\$4000.00) are made to the rental officer.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**902754 NWT LIMITED**

Applicant/Landlord

-and-

**DANIEL ROGERS AND KATHLEEN MANGELANA**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 4, 2003</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Talal Khatib, representing the applicant Daniel Rogers, respondent Kathleen Mangelana, respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 7, 2003</b>

**REASONS FOR DECISION**

A previous order was issued on November 29, 2002 following applications by both the landlord and the tenants, requiring the landlord to make specific repairs to the rental premises and requiring the tenants to pay rent arrears. The landlord's application alleged that since that order, the respondents had failed to pay any rent. The landlord sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement.

The landlord acknowledged that he had not undertaken the ordered repairs. He explained that it was not practical to repair the premises while they were occupied. He stated that he was in the process of renovating another apartment for the tenants when a fire did significant damage to that apartment. Therefore he had been unable to comply with the order.

The tenants acknowledged that they had not paid any rent since the previous order was filed. They stated that their utility bills were so high that they had difficulty paying the rent and the utilities. They stated that they thought the utilities were high because the landlord had failed to repair the premises. They also stated that they wanted to move out anyway and asked that they be given at least to March 20, 2002 to vacate the premises.

It is clear that both parties remain in breach of their obligations despite the previous order. In my opinion, the tenants have demonstrated no willingness to comply with their obligation to pay rent. While additional compensation for loss of full enjoyment is undoubtedly still appropriate,

the landlord's failure to repair should not relieve the tenant's of their obligation to pay rent entirely. In my opinion, there are adequate grounds to terminate the tenancy unless a significant payment of rent arrears is promptly made. Similarly, the landlord still has an obligation to repair the premises and has failed to do so. In my opinion, the landlord should not enjoy the proceeds of the rent without complying with his obligation to undertake the repairs.

In my opinion, the compensation provided to the tenant for the loss of full enjoyment of the premises is still appropriate and should be continued. At one-third of the rent for the months of December, January, February and March, that amount is \$2000. That compensation shall be applied as a rent credit, bringing the outstanding rent arrears since the last order to \$4000 and the total amount of arrears owing to \$5400, calculated as follows:

Rent since last order (\$1500/month for December/02-March/03)	\$6000
Less compensation (\$500/month for December/02 - March/03)	<u>(\$2000)</u>
Rent arrears since last order	\$4000
Arrears from previous order	<u>\$1400</u>
Total arrears owing	<u><u>\$5400</u></u>

An order shall be issued requiring the tenants to pay all future rent to the rental officer who shall hold the monies in trust until the ordered repairs to the rental premises are completed. The order shall require the tenants to pay the rent arrears since the previous order in the amount of \$4000 and terminate the tenancy agreement on March 31, 2003 unless at least \$4000 is received by the rental officer by that date.

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Hal Logsdon  
Rental Officer