

IN THE MATTER between **VIOLET HARDISTY**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

VIOLET HARDISTY

Applicant/Tenant

- and -

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for loss of full enjoyment of the premises while repairs were being undertaken in the amount of five hundred dollars (\$500.00). The compensation shall be provided to the applicant in the form of a rent credit.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of April, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **VIOLET HARDISTY**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

VIOLET HARDISTY

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-and-

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 5, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Violet Hardisty, applicant
Darren Pelley, representing the respondent

Date of Decision: April 5, 2005

REASONS FOR DECISION

The applicant sought an abatement of rent for the period of time she was unable to occupy the rental premises while the landlord was undertaking repairs. The applicant testified that the carpet, paint and linoleum in the premises was in poor condition and that she asked the landlord to undertake repairs. The applicant stated that the nature of the repairs was such that she had to vacate the premises between January 24, 2005 and February 4, 2005 and that the workers had suggested she find alternate accommodation during this period.

The respondent agreed that the condition of the walls and flooring was poor and that repairs were necessary. The respondent stated that he had suggested to the applicant that she move to another suite in the building so that the repairs could be more easily undertaken without disturbing her possession. He stated that the landlord usually suggested this course of action when repairs of this nature were involved and provided the tenant with an abatement of rent. The applicant stated that due to his travel schedule, the parties were unable to finalize any arrangement during the repair period but that he was willing to provide the applicant with a \$500.00 abatement of rent as compensation.

The applicant accepted the respondent's offer to provide a rent credit of \$500.00 and the parties consented to an order being issued requiring the landlord to provide that compensation. An order shall issue requiring the respondent to pay the applicant compensation of \$500.00, to be applied as a rent credit to the applicant's account.

Hal Logsdon
Rental Officer