

IN THE MATTER between **809656 ALBERTA LTD.**, Landlord, and **KIMBERLY ROZSA**, Tenant;

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.

Landlord

- and -

KIMBERLY ROZSA

Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenant shall pay the landlord rent arrears in the amount of one thousand four hundred seventeen dollars and fifty cents (\$1417.50).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 406, 42 Con Road, Yellowknife, NT shall be terminated on April 5, 2009 and the tenant shall vacate the premises on that date unless the rent arrears in the amount of one thousand four hundred seventeen dollars and fifty cents (\$1417.50) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the tenant shall pay future rent on time.
4. Pursuant to section 28(a) of the *Residential Tenancies Act*, the landlord shall not enter the tenant's rental premises again without complying with the requirements for notice contained in sections 26 and 27 of the *Residential Tenancies Act*.
5. Pursuant to section 30(4)(a) of the *Residential Tenancies Act*, the landlord shall complete the following repairs to the rental premises:
 - a) Repair kitchen cabinet doors to ensure proper closure.
 - b) Prepare, re-caulk and paint window frames.
 - c) Re-caulk around base of bathtub.
 - d) Repair bifold closet door to ensure proper and safe operation.
 - e) Refinish damaged area on bedroom ceiling. Inspect in spring to ensure there is no water infiltration.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March, 2009.

Hal Logsdon
Rental Officer

File #10-10665
File #10-10732
File #10-10746

IN THE MATTER between **809656 ALBERTA LTD.**, Landlord, and **KIMBERLY ROZSA**, 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:

809656 ALBERTA LTD.

Landlord

-and-

KIMBERLY ROZSA

Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 11, 2009
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Aleem Shivji, representing the landlord Kimberly Rozsa, tenant
<u>Date of Decision:</u>	March 24, 2009

REASONS FOR DECISION

The landlord filed an application on January 16, 2009 alleging that the tenant had breached the tenancy agreement by failing to pay rent. The landlord sought an order requiring the tenant to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were promptly paid.

The tenant filed an application on February 16, 2009 alleging that the landlord had breached the tenancy agreement by failing to maintain the premises. The tenant sought an order requiring the respondent to repair the premises. This application was filed against the property manager.

The style of cause of this order shall reflect the proper name of the landlord.

The tenant filed another application on February 26, 2009 alleging that the landlord entered her apartment without giving the notice required by the *Residential Tenancies Act*.

As all three applications arise from the same tenancy agreement, they were all heard at a common hearing.

The landlord provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1417.50. The tenant did not dispute the arrears and stated that she would be able to pay them in early April, 2009.

The tenant alleged that the landlord entered her apartment without giving any notice or obtaining her permission at the time of entry. The landlord did not dispute the allegation and stated that his maintenance staff entered the apartment to attend to repairs that the tenant had requested.

The tenant listed a number of items that required repairs and stated that she had notified the landlord that the repairs were necessary. The hearing was adjourned and the rental officer inspected the premises on March 17, 2009. The tenant was unable to attend the inspection but gave permission to enter and inspect the premises with the landlord. The following observations were made and provided to the parties:

1. The kitchen and bathroom were inspected for insect infestation. All of the cabinets were opened and inspected. There was no evidence of any insect infestation.
2. Two of the kitchen cabinet doors would not stay shut. The tenant has secured them with tape to prevent them from opening. A small magnetic catch would be sufficient to repair the doors.
3. The window frames in the bedroom and living room are in need of refinishing. The frames should be prepared, re-caulked and painted to eliminate air infiltration and rot.
4. The base of the bath tub and the floor finish requires caulk to prevent water from penetrating the floor finish and damaging the floor structure.
5. The closet bifold door is not properly installed on the track.
6. A small area on the bedroom ceiling shows signs of past water infiltration. The ceiling finish needs to be restored and painted and the landlord should inspect the area in the spring to ensure that there has been no further water infiltration.

In the matter of rent, I find the tenant in breach of her obligation to pay rent and find the rent arrears to be \$1417.50. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

In the matter of the entry, I find the landlord in breach of their obligation to provide the required notice prior to entering rental premises. Sections 26 and 27 of the *Residential Tenancies Act* set out the right of the landlord to enter and the requirements for notice. The fact that the landlord entered the premises in order to make repairs does not eliminate their obligation to give proper notice of their intention to enter.

In the matter of the repairs, I find the landlord in breach of their obligation to repair. I should note that there was an infestation of insects in the past. The landlord provided an inspection report by a fumigator who noted that sawtooth grain beetles were found in some food in the kitchen. His report suggested that the food should be inspected and infested items removed and the cupboards cleaned and vacuumed. Although I found no evidence of any infestation in either the bathroom or kitchen, I suggest that the tenant contact the landlord and the environmental health officer should any future infestation be observed.

An order shall issue requiring the tenant to pay the landlord rent arrears in the amount of \$1417.50 and terminating the tenancy agreement on April 5, 2007 unless those arrears are paid in full. Should the tenancy agreement continue, the tenant is also ordered to pay future rent on time.

The order shall also prohibit the landlord from entering the tenant's premises again unless there is compliance with the provisions for notice outlined in sections 26 and 27 of the *Residential Tenancies Act*. The landlord shall also be ordered to carry out the following repairs to the premises:

- a) Repair kitchen cabinet doors to ensure proper closure.
- b) Prepare, re-caulk and paint window frames.
- c) Re-caulk around base of bathtub.
- d) Repair bifold closet door to ensure proper and safe operation.
- e) Refinish damaged area on bedroom ceiling. Inspect in spring to ensure there is no water infiltration.

Hal Logsdon
Rental Officer
