

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEISHA GENTLES**, 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:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**LEISHA GENTLES**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two thousand nine hundred sixty eight dollars and fifty five cents (\$2968.55).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**LEISHA GENTLES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 3, 2009

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Connie Diener, representing the applicant

**Date of Decision:** June 3, 2009

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent notified the rental officer prior to the hearing that she could not attend the hearing due to work but wished to provide a written submission. Her submission was provided to the applicant at the hearing.

The applicant alleged that the respondent had failed to repair damages to the premises caused by a fire on January 24, 2009. The applicant sought an order requiring the respondent to pay for the cost of repair to the premises (\$2468.55) and the fire departments costs for attending the fire (\$500) and terminating the tenancy agreement.

The respondent's submission outlines that the fire was not caused by her but started by another person. The fire was inside the premises so I must assume the other person was permitted in the premises by the respondent. She states that she is trying to recover the money from the person who caused the fire. The respondent also indicated her willingness to terminate the tenancy agreement on June 30, 2009 if the applicant waived any right to claim compensation for lost rent.

The photographs provided by the applicant in evidence appear to indicate that the fire was caused by careless cooking.

I find the respondent in breach of her obligation to repair the damages caused by the fire and find

the relief requested by the applicant to be reasonable. However, I do not agree with the applicant that termination of the tenancy agreement is a reasonable remedy. It is unlikely that such an occurrence will happen again. This is primarily a monetary matter. The risk of further damage if the respondent remains in possession is minimal. The respondent's request for an order terminating the tenancy agreement is denied. If the parties wish to mutually agree to terminate the tenancy agreement on June 30, 2008 they are free to do so.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$2968.55.

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Hal Logsdon  
Rental Officer