

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LINDA DUFOUR**, 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 -

LINDA DUFOUR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of September, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LINDA DUFOUR**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

LINDA DUFOUR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Linda Dufour, respondent

Date of Decision: September 16, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had failed to comply with an order to pay for repair costs related to damages to the premises caused by burst frozen pipes. The applicant sought an order terminating the tenancy agreement.

A previous order (file #10-10723, filed on April 14, 2009) was issued requiring the respondent to pay the applicant \$3466.36 for repair costs. A statement of account, provided by the applicant in evidence, indicates that the amount is still outstanding. The applicant stated that they had not taken any steps to file or seek enforcement of the previous order.

The respondent stated that she had never received a copy of the order and did not agree with the decision. Tracking information for Canada Post indicates that the order, sent by registered mail, was in the respondent's mailbox from April 15, 2009 to May 7, 2009 when it was returned to the rental office. The tracking information indicates that a notice card was left at the respondent's address indicating where the registered mail could be picked up. The respondent confirmed that the order was sent to the proper mailing address. In my opinion, it is reasonable to deem the order served pursuant to section 71(2) of the Act. Another copy of the order is available from our office on her request.

In the previous order's Reasons for Decision, I noted that, "the matter is purely a monetary one. Nothing suggests that a similar incident will occur if the tenancy continues." The applicant's request to terminate the tenancy agreement by order was denied. In fact, the applicant has

suffered no further loss since the previous incident. The respondent pays her rent. There do not appear to be any other issues between the parties. My opinion regarding the most appropriate remedy has not changed since the previous order.

I recognize that both sections 54(1)(b) and 42(3)(f) of the *Residential Tenancies Act* would permit an order terminating the tenancy agreement to be issued. However, in my opinion, the remedy of termination of a tenancy agreement is best applied to curtail additional loss whether it is the risk of more rent arrears, additional damages, or continuing disturbances. The Act is intended to be remedial and I fail to see how terminating this tenancy agreement would help the applicant get their money nor do I see any significant risk of additional loss. In my opinion, the applicant already has the most appropriate remedy in this matter and would be well advised to file it with the Court and enforce it if the respondent does not satisfy the order voluntarily.

I note that the respondent also expressed her wish to terminate the tenancy agreement. It appears that both parties want to terminate this tenancy agreement but can not mutually agree on a date. I see no reason to assist them with this as the tenancy agreement appears to run month-to month and only requires the tenant's written notice or a mutual agreement in writing to end it. If a mutual agreement can not be reached, the tenant can give written notice in accordance with the Act and end it.

For these reasons, the application is dismissed.

Hal Logsdon
Rental Officer