

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
BERNADETTE BENWELL, 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 **FORT SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

BERNADETTE BENWELL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of March,
2010.

Hal Logsdon
Rental Officer

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FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

BERNADETTE BENWELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 17, 2010

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Kevin Mageean, representing the applicant
Kim Olsen, representing the applicant
Bernadette Benwell, respondent

Date of Decision: March 17, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the costs of repair. The premises are subsidized public housing.

The tenancy agreement between the parties was terminated on May 30, 2009. The *Application to a Rental Officer* was not filed until January 8, 2010. Section 68(1) of the *Residential Tenancies Act* sets out a time limitation on filing applications.

68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Although the Act does permit a rental officer to extend the time limitation set out in section 68(1), it has not been the practice to do so unless there is good reason why the application could not have been made in a timely manner.

I note that the respondent made no payments after the tenancy agreement was terminated. There were no arrangements made between the parties concerning how the arrears would be paid. There is no evidence to suggest that the applicant had reason to believe that the arrears and repair costs would be paid without resorting to legal action. All of the repairs to the premises were carried out and costs finalized by August, 2009. Generally, it does not appear that there were any impediments to filing this application well before the time limitation expired.

For these reasons, the application is dismissed.

Hal Logsdon
Rental Officer