

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and  
**JULIE ABRAHAM**, 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 -

**JULIE ABRAHAM**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred six dollars (\$1606.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand nine hundred thirty three dollars and four cents (\$3933.04).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of April,  
2010.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**JULIE ABRAHAM**

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  
Julie Abraham, respondent

**Date of Decision:** April 1, 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 repair costs. The premises are subsidized public housing.

The tenancy agreement between the parties commenced on July 1, 2009 and was terminated on September 8, 2009.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$6773. Of that amount, \$5167 represents rent which accrued during a previous tenancy agreement which was terminated on January 25, 2009. The application was filed on February 4, 2010 over a year after the previous tenancy agreement was terminated.

Section 68 of the *Residential Tenancies Act* sets out a time limitation on 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 permits a rental officer to extend this time limitation, it has been the practice of this tribunal to do so only if there are good reasons why the application could not have been made in a timely manner. I find no reason why an application for these old rent arrears could not have been made within the 6 month limitation. I find no evidence that would lead the applicant to

believe that the matter would be resolved without resort to legal action. Therefore, I shall only consider the rent arrears which accrued between July 1, 2009 and September 8, 2009 which are as follows:

July rent	\$731
August rent	768
September rent	107
less payments	<u>0</u>
Total	\$1606

The respondent did not dispute the rent arrears.

The applicant provided work orders, invoices and photographs in evidence, which provided detail of the damages to the premises, the repair work undertaken and the itemized costs. The applicant stated that the repair work was made necessary due to the negligence of the respondent. Repair work completed included repairing holes and other damage to the walls, removal of garbage and general cleaning, replacement of a damaged door, replacement of a damaged counter, painting, replacement of damaged screens and repair of broken window levers.

The retained security deposit and interest has been deducted from the repair costs resulting in a balance owing of \$5185.44 The respondent provided a statement of the repairs in evidence which indicated that amount as owing.

The respondent disputed the repair of the window levers stating that, in her opinion, this represented normal wear and tear. I respectfully disagree. The photographs indicate numerous

broken levers which operate opening awning windows. These levers will not break under normal use. The levers are not worn out. They are broken.

The respondent also questioned the costs for painting the premises, stating that they were last painted in 2004, during her previous tenancy agreement. The applicant could not verify the date that the premises were last repainted. Given a useful life of paint in residential premises of five years, I find the cost of re-painting the premises sought by the applicant to be unreasonable as the premises were due to be repainted anyway. The painting costs of \$1252.40 are therefore denied.

Taking into consideration, the deductions for painting, I find the repair costs to be \$3933.04 calculated as follows:

Balance as per statement	\$5185.44
Less painting costs	<u>(1252.40)</u>
Total	\$3933.04

I find the respondent in breach of the tenancy agreement by failing to pay rent and by failing to repair damages to the premises. I find the rent arrears to be \$1606. I find the repair costs of \$3933.04 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1606 and repair costs of \$3933.04.

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Hal Logsdon  
Rental Officer