

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
JONATHAN BLACK AND SUZANNE WEDAWIN, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **WHATI, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

JONATHAN BLACK AND SUZANNE WEDAWIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e) and 83(2) of the *Residential Tenancies Act*, the respondent, Suzanne Wedawin, shall pay the applicant rent arrears in the amount of one thousand three hundred sixteen dollars (\$1300.00) and repair costs in the amount of seven thousand five hundred nine dollars and fifteen cents (\$7509.15). The respondent, Suzanne Wedawin, shall pay the rent arrears and repair costs in monthly payments of one hundred fifty dollars (\$150.00) on the last day of every month, until the rent arrears and repair costs are paid in full. The first payment shall be due on August 31, 2011.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent, Suzanne Wedawin, shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of July,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
JONATHAN BLACK AND SUZANNE WEDAWIN, Respondents.

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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

JONATHAN BLACK AND SUZANNE WEDAWIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 13, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Nancy Peel, representing the applicant
Jessica Relucio, representing the applicant
Mike Keohane, representing the applicant
Craig Hockridge, witness for the applicant
Jonathan Black, respondent
Suzanne Wedawin, respondent

Date of Decision: July 20, 2011

REASONS FOR DECISION

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

This application was filed naming the respondents as Jonathan Black and Suzanne Wedawin. The written tenancy agreement between the parties names only Suzanne Wedawin as tenant.

Therefore, Mr. Black is not liable for any rent arrears or repair costs sought by the applicant.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at May 1, 2011 in the amount of \$1128. The applicant stated that since that date, the June, 2011 rent (\$188) and the July, 2011 rent (\$188) had come due and no payments had been received, bringing the balance owing to \$1504.

Mr. Black disputed the balance owing, stating that he had arranged for a payroll deduction and \$188 had been deducted from his pay in May, 2011 and remitted to the landlord. The NWT Housing Corporation Finance Division confirmed that a payment of \$188 had been received which did not appear on the statement provided in evidence. Therefore I find the rent arrears to be \$1316 calculated as follows:

Balance as at May 1/11	\$1128
June/11 rent	188
July/11 rent	188
Pmt, May 31/11	<u>(188)</u>
Balance owing	\$1316

The applicant stated that the respondents were responsible for the provision of fuel during the term of the tenancy agreement. A copy of the tenancy agreement was provided in evidence that contains that tenant obligation. The applicant stated that the respondents permitted the premises to run out of fuel in December, 2010 causing the unit to freeze and causing extensive damage. The applicant undertook repairs costing \$7509.15. The applicant provided invoices for the work performed. The applicant's witness, who arranged for the repairs, testified that the heating system was found to be in working order and the failure was due to fuel starvation.

Mr. Black did not dispute that the premises froze, although there was considerable confusion between the parties regarding when the event occurred and when the repairs were undertaken. The evidence suggests that the unit froze prior to December 31, 2010 and that the repairs were undertaken in early January. Mr. Black stated that he did not think the fuel gauge was working properly, making it difficult to determine how much fuel was in the tank. He stated that he had informed the landlord of the problem. The premises also have wood heat but Mr. Black stated that they had run out of wood and were unable to keep the house from freezing. The applicant alleged that the respondents had left the unit vacant without notifying the landlord. The respondents disputed that allegation.

In my opinion, the evidence confirms that the premises were damaged due to fuel starvation. It was the obligation of the tenant to provide fuel during the term of the agreement. If the respondents believed that the fuel gauge was not accurate they should have taken other measures to ensure that there was adequate fuel delivered to the premises. Surely, if the tenants were occupying the premises, they should have been able to procure enough wood to keep the premises from freezing until fuel oil could be delivered.

The rent account was current in November, 2011. Since that date, except for the payroll deduction in May, no payments have been made. It would appear that there is now some effort to address the rent arrears. In my opinion, this tenancy should be allowed to continue provided the rent arrears and repair costs are addressed and the monthly rent is paid on time.

An order shall issue requiring Suzanne Wedawin to pay the rent arrears and the repair costs in monthly installments of \$150. The first payment shall be due on August 31, 2011 and shall be payable on the last day of every month thereafter until the rent arrears and repair cost are paid in full. Ms. Wedawin will also be ordered to pay the monthly rent on time.

Should Ms. Wedawin fail to make the arrears and repair cost payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer