

IN THE MATTER between **CATHERINE COCKNEY**, Applicant, and **JAMES COXFORD**, Respondent;

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 **INUVIK, NT**.

BETWEEN:

CATHERINE COCKNEY

Applicant/Landlord

- and -

JAMES COXFORD

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 five hundred fifty dollars (\$1550.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1 Reliance Street, Inuvik, NT shall be terminated on February 25, 2014 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand five hundred fifty dollars (\$1550.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of February, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **CATHERINE COCKNEY**, Applicant, and **JAMES COXFORD**, 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:

CATHERINE COCKNEY

Applicant/Landlord

-and-

JAMES COXFORD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 12, 2014

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tyson Pertschy, representing the applicant
James Coxford, respondent
Alexandrea Inglangasuk, witness for the respondent

Date of Decision: February 12, 2014

REASONS FOR DECISION

The application named James Coxford and Alexandra Inglangasuk as respondents. However the written tenancy agreement between the parties, although signed by both respondents, names only James Coxford as tenant. Therefore the order shall reflect that James Coxford is the lawful sole tenant.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant testified that the rent for January, 2014 of \$1550 had not been paid. The applicant sought an order requiring the respondent to pay the alleged rent arrears of \$1550 and terminating the tenancy agreement.

The respondent testified that the entrance door to the premises was in such poor repair that it could not be properly closed. He testified that he had notified the landlord of the problem but had received no response so he had the door repaired. The respondent provided two invoices for the door repair totalling \$1453.51 dated December 18, 2013 (for labour) and December 14, 2013 (for materials). The respondent acknowledged that the January rent had not been paid but testified that a payment to the applicant had been made for the difference between the January rent and the cost of the door repair. The respondent's witness stated that the payment had been made by email transfer but no record of the transfer was provided.

The applicant denied accepting the email transfer and disputed that the repair of the door was the

responsibility of the landlord. The applicant provided an entry inspection report which was signed by both parties. The condition of all exterior doors was noted as "good".

The respondent filed an application on February 7, 2014 dealing with the issue of the door as well as other matters. At the time of the hearing, that application had not been served on the landlord.

Section 41(5) of the *Residential Tenancies Act* permits a rental officer to consider repair expenses that were incurred by a tenant when making an order requiring a tenant to pay rent arrears pursuant to section 41(4)(a).

41(5) Where a rental officer makes an order under paragraph (4)(a), the rental officer may, in determining the amount of rent owing, where the rental officer considers it is justified in doing so, take into account reasonable expenses that will be incurred by the tenant to remedy the effects of any breach by the landlord of the landlord's obligation to repair.

In my opinion, however, the respondent has failed to provide sufficient evidence at hearing to justify consideration of the repair costs pursuant to section 41(5). In my opinion, the issue of the repairs is best dealt with when the tenant's application is heard. There shall be no consideration of the repair costs in this order but the respondent will be granted leave to pursue compensation through his application.

I find no evidence that any partial payment of the January rent was made by the respondent. I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1550. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears

are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1550 and terminating the tenancy agreement on February 25, 2014 unless the arrears are paid in full. The applicant has not requested an eviction order but may do so if this order is not satisfied and the respondent remains in possession.

Hal Logsdon
Rental Officer