

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
TIMOTHY BASE AND LAURIE RABESCA, 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 **BEHCHOKO, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

TIMOTHY BASE AND LAURIE RABESCA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand two hundred fifty five dollars and sixty five cents (\$3255.65).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of three thousand seven hundred twenty dollars (\$3720.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
TIMOTHY BASE AND LAURIE RABESCA, 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-

TIMOTHY BASE AND LAURIE RABESCA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 8. 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michael Keohane, representing the applicant
Timothy Base, respondent
Laurie Rabesca, respondent

Date of Decision: January 8, 2014

REASONS FOR DECISION

The applicant discovered the premises abandoned on February 7, 2013. The applicant alleged that the respondents had permitted the unit to run out of fuel causing extensive damage due to freezing. The applicant alleged that there were also other damages to the premises and sought the following relief for repair costs:

Replace front porch exterior door and frame	\$1100
Replace front door and frame	1100
Replace rear exterior door and frame	1100
Replace bathroom door	420
Pressure check mechanical system	<u>800</u>
Total	\$4520

The applicant also alleged that the respondents had failed to pay the full amount of rent. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing after the application of the retained security deposit and interest of \$3255.65.

The applicant provided an inspection report dated April 9, 2013 in evidence and testified that the unit was new at the commencement of the tenancy, the respondents being the first occupants. The applicant also provided a statement of the rent account in evidence which indicated a balance of rent owing of \$3255.65 after the application of the retained security deposit and interest.

The respondents did not dispute the allegations.

I find the rent statement in order and find the respondents in breach of their obligation to pay

rent. I find rent arrears of \$3255.65 net of the retained security deposit.

In the matter of the repair costs, I find the amounts claimed to be reasonable except for the \$800 charge to pressure check the mechanical system. The applicant explained that the damage to the system had not been determined and that in order to fully assess the damage, the system would have to be pressurized and inspected. In my opinion, this is an inspection cost, not a repair cost. Inspections are a routine cost of doing business and not necessarily related to any damages done by the tenant. I find reasonable repair costs to be \$3720 (\$4520 less \$800 = \$3720).

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3255.65 and repair costs of \$3720.

Hal Logsdon
Rental Officer