

IN THE MATTER between **KERRY GUIN**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

KERRY GUIN

Applicant/Tenant

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 30(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for failure to provide rental premises in a good state of repair and fit for habitation in the amount of two hundred sixty six dollars and sixty seven cents (\$266.67)

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of February, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **KERRY GUIN**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

KERRY GUIN

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 7, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kerry Guin, applicant
Metslal Mesgun, representing the respondent

Date of Decision: February 9, 2015

REASONS FOR DECISION

The name of the respondent has been corrected in this order to reflect the legal name of the landlord.

The respondent occupied apartment #105, 42 Con Road pursuant to a tenancy agreement which commenced in June, 2011. The monthly rent for the apartment was \$1490. The applicant sought the approval of the landlord to move to a larger apartment and the landlord agreed that he could move into apartment #203 which had a monthly rent of \$1700. The parties did not execute a written tenancy agreement for #203. The applicant stated that apartment #203 had an objectionable smell and after contacting an environmental health officer decided he would not move into the apartment, staying in #105.

The landlord proceeded to offer the applicant apartment #404 which had a monthly rent of \$1700 and the parties executed a written tenancy agreement for a one year term to commence on November 1, 2014 but permitting the tenant to take early occupancy at a prorated rent on October 27, 2014.

The applicant stated that although he intended to move he was unable to do so until November 1 because there was no heat in apartment #404. He stated that he remained in #105 until the heat was restored in #404 on November 1, 2014. The applicant sought an order for the return of October rent charged for #404.

The respondent did not dispute the allegations but stated that the respondent had not been charged for two apartments for the same days.

The tenant ledgers provided by the parties in evidence indicate that the applicant was charged the full monthly rent in September for #105 (\$1490 posted on the ledger for #105 on September 1, 2014) and also charged for one day's rent in September for #203 (\$56.67 posted on the ledger for #203 on September 30, 2014). As noted previously, the monthly rent for #203 is \$1700 while the monthly rent for #105 is \$1490. In October the ledgers indicate that the applicant was charged for 26 days for rent in #203 (\$1425.81 posted on the ledger for #203 on October 1, 2014) and 5 days for rent in #404 (\$274.19 posted on the ledger for #404 on October 27, 2014).

I find that neither apartment #203 nor apartment #404 were in an acceptable condition to permit the applicant to take possession on the days the respondent provided access. As a result, the applicant maintained his possession of apartment #105 until November 1, 2014 when he took possession of #404. In my opinion the rents charged for #203 and #404 should not have been charged as the applicant maintained possession of #105. I find reasonable compensation to be \$266.67 calculated as follows:

Credit 1 day in September for #203	(56.67)
Credit 26 days in October for #203	(1425.81)
Credit 5 days in October for #404	(274.19)
Debit October rent - #105	<u>1490.00</u>
Credit owing applicant	<u>(266.67)</u>

An order shall issue requiring the respondent to pay the applicant compensation of \$266.67.

Hal Logsdon
Rental Officer