

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY ON BEHALF OF NWT HOUSING CORPORATION**, Applicant, and **CHASITY DESJARLAIS**, Respondent;

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

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 ON BEHALF OF NWT HOUSING CORPORATION

Applicant/Landlord

- and -

CHASITY DESJARLAIS

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 three hundred ninety seven dollars and eighty three cents (\$1397.83).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand eight hundred four dollars and

seventy nine cents (\$1804.79).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY ON BEHALF OF NWT HOUSING CORPORATION**, Applicant, and **CHASITY DESJARLAIS**, 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:

FORT SMITH HOUSING AUTHORITY ON BEHALF OF NWT HOUSING CORPORATION

Applicant/Landlord

-and-

CHASITY DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 17, 2015

Place of the Hearing: Fort Smith, NT via telephone

Appearances at Hearing: Kevin Mageean, representing the applicant
Chasity Desjarlais, respondent

Date of Decision: January 20, 2016

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 25, 2015. The applicant retained the security deposit (\$1000) and accrued interest (\$1.00) applying it to rent arrears (\$1353.83) and repair costs (\$2430.85) leaving a balance owing to the applicant of \$2783.68. The applicant also sought rent arrears from a previous sole tenancy agreement with the respondent of \$418.94 and rent arrears from a previous joint tenancy agreement of \$417. The applicant sought relief in the total amount of \$3619.62.

The applicant stated that the respondent was previously a joint tenant with Wesley Wanderingspirit for premises at 83 St. Ann's Street. That tenancy agreement was terminated on or about April 30, 2012 when it was replaced with a tenancy agreement with the respondent as sole tenant. The applicant provided a statement of account for the tenancy indicating that after the application of the retained security deposit, there was a balance of rent arrears of \$417. The statement includes two balances carried forward from March 31, 2012. The applicant was unable to provide any accounting details of these amounts. The applicant sought relief of \$417 for this tenancy.

Ms Desjarlais entered into a tenancy agreement with the applicant as the sole tenant for 83 St. Ann's Street commencing on May 1, 2012. The applicant provided a statement of account for this tenancy which indicated a balance of rent owing of \$44 and repair costs of \$374.94. This tenancy agreement was terminated on July 17, 2012. The applicant sought relief in the amount of \$418.94

for this tenancy.

The applicant entered into a tenancy agreement with Ms Desjarlais for premises at 46 McDougal Road on March 5, 2013 which was terminated on June 29, 2015. The applicant retained the security deposit (\$1000) and accrued interest (\$1.00) applying it to repair of damaged curtain rods and screens (\$469.79), replacement of broken interior doors (\$929.51), replacement of a broken door and jamb (\$751.55), general cleaning (\$280) and rent arrears (\$1353.83) resulting in a balance owing to the applicant of \$2783.68. The applicant sought relief in the amount of \$2783.68 for this tenancy.

In total, the applicant sought an order for rent arrears of \$1814.83 and an order to pay repair costs of \$1804.79.

Rent arrears - joint tenancy, St. Ann's Street	\$417.00
Rent arrears- sole tenancy, St Ann's Street	44.00
Rent arrears - McDougal Street	<u>1353.83</u>
Total rent arrears	\$1814.83
Repair costs - St. Ann's Street	\$374.94
Repair costs - McDougal Street	<u>1429.85</u>
Total repair costs	\$1804.79
Grand total	\$3619.62

The respondent stated that she had reviewed the statements and did not dispute the repair costs or the rent arrears. However she stated that she felt that some of the costs should be split with the other joint tenant, Mr. Wanderingspirit.

The respondent was a party to all three of these tenancy agreements. In the one joint tenancy Ms Desjarlais is jointly and severally responsible for the rent along with Mr Wanderingspirit. The landlord has elected to file against her alone which is their option.

The accounting for the joint tenancy for the St. Ann's Street tenancy is incomplete. There is no accounting to indicate how the carried forward amounts of rent arrears or repair costs accrued. The relief of \$417 related to this tenancy are denied.

The sole tenancy for the St. Ann's Street tenancy ended on July 17, 2012 and the application seeking relief for the rent arrears and repair costs for this tenancy was not filed until September 22, 2015. Section 68(1) of the *Residential Tenancies Act* sets out a time limitation for 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.

The applicant argued for leave to extend this limitation, pointing out that the parties had made an agreement for the payment of the rent arrears and numerous payments had been made in accordance with the agreement. Indeed, the statement of account for this tenancy indicates that 28 payments have been made since the end of the tenancy. In my opinion, it was not unreasonable for the applicant to assume that the debt might be paid off without resort to legal action. Leave to extend the time limitation should be granted. I shall therefore consider the rent arrears and repair costs related to this tenancy.

I find the repair costs to be reasonable and the repairs made necessary due to the negligence of the respondent.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1397.83 and repair costs of \$1804.79 calculated as follows:

Rent arrears- sole tenancy, St Ann's Street	\$44.00
Rent arrears - McDougal Street	<u>1353.83</u>
Total rent arrears	\$1397.83

Repair costs - St. Ann's Street	\$374.94
Repair costs - McDougal Street	<u>1429.85</u>
Total repair costs	\$1804.79

Hal Logsdon
Rental Officer