

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
AMANDA MARLOWE, 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 **LUTSEL K'E, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

AMANDA MARLOWE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
AMANDA MARLOWE, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

AMANDA MARLOWE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2016

Place of the Hearing: Lutsel K'e. NT via telephone

Appearances at Hearing: Bonnie Leonardis, representing the applicant
Amanda Marlowe, respondent

Date of Decision: March 10, 2016

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent arrears which were previously ordered and failing to repair damages to the rental premises .

The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondent. The rental premises are subsidized public housing.

Two previous orders are relevant. The first (file #10-14212, filed on September 25, 2014) found rent arrears of \$20,364.48 and ordered the respondent to pay the monthly rent on time plus an additional \$150/month until the rent arrears were paid in full. Another order (file #10-14679, filed on July 10, 2015) found the respondent in breach of the earlier order, rescinded that order and ordered the lump sum payment of the remaining rent arrears of \$20,204.48. That order terminated the tenancy agreement on September 30, 2015 unless the rents for July, August and September, 2015 were paid on time. An eviction order containing the same conditions was also issued.

The respondent paid the July, August and September rents, albeit several days late and the applicant did not enforce the eviction order which has now expired. I assume that the tenancy agreement has been reinstated.

The applicant provided a lease balance statement in evidence which indicated a balance of \$20,722. Included in that total is a repair cost of \$1315.13, leaving rent arrears of \$19,407.31.

The applicant also provided the following documents in support of their request for repair costs of two doors:

Home Building Centre invoice for two doors dated October 31, 2011	\$816.88
Invoice for replacement of two doors dated April 1, 2012	\$1297.10
Work order showing material, freight and labour for two doors showing labour dates of November 9 & 10, 2011	\$1297.10

The respondent did not dispute the rent arrears but noted that she had been making payments toward the arrears and wished to continue the tenancy agreement and pay the remaining arrears over time. She also stated that the entry doors to the premises tended to freeze shut during the winter months requiring unusual force to open them, causing the damage.

I note that the respondent has been paying the monthly rent plus some payments toward the rent arrears. Since the last order was issued, the respondent has reduced the arrears by almost \$800.

The applicant acknowledged the progress toward reducing the rent arrears but stated that the efforts were insufficient. In my opinion, the fact that the arrears have been permitted to accumulate for such a long period of time must be considered. While I acknowledge that the efforts of the respondent to repay the arrears has not been particularly noteworthy, her efforts have been reasonably consistent. In my opinion, the termination of the tenancy agreement and the eviction of the tenant is not reasonable at this time.

The charges for the repairs noted on the lease balance statement (\$1315.13) do not match any of the charges indicated on the invoices nor does the posting date (June 1, 2012) coincide with the invoice dates. The repairs appear to have been carried out more than four years ago. The applicant had no direct knowledge of the extent of the alleged damages or the repairs. The *Residential Tenancies Act* requires that applications must be made within six months of the alleged breach. In my opinion, given the circumstances, there is no reason to extend this time limitation. The request for relief for the alleged repair costs is denied.

The previous order is sufficient to enable the applicant to collect the rent arrears. There is no reason why an additional order should be issued. For these reasons, the application shall be dismissed.

Hal Logsdon
Rental Officer