

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **ALLAN SIBBESTON JR.**, 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, regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ALLAN SIBBESTON JR.**

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 four thousand dollars (\$4000.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #4 Porritt Place, Hay River, NT shall be terminated on June 30, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of June, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**ALLAN SIBBESTON JR.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2002

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Willa-Jean Conroy, representing the applicant  
Allan Sibbeston Jr., respondent

**Date of Decision:** June 13, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of the respondent's negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of repair and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at April 24, 2002 in the amount of \$4425. The applicant testified that since that date the following transactions occurred bringing the balance to \$4000:

Balance, 24/04/02	\$4425
Rent adjustment (April)	(489)
May rent	32
June rent	<u>32</u>
<b>Balance</b>	<b>\$4000</b>

The ledger also indicated that the last payment of rent received from the respondent was on December 21, 2001.

The applicant also produced a work order indicating that the door had been damaged and repaired for a cost of \$77.02. The applicant testified that she believed the repairs were made necessary due to the tenant's negligence.

The respondent did not dispute the allegations pertaining to rent but testified that the damages to the door were the result of an attempted forced entry while he was away from the rental premises.

He noted that he had reported the incident to the police and to the landlord. Section 42(1) of the *Residential Tenancies Act* sets out a tenant's responsibility to repair damages:

42(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

I accept the testimony of the respondent and deny the applicant compensation for the costs of repairing the door. If the respondent was not at home, and the damages were the result of attempted forced entry, the respondent is not responsible for the damages.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$4000. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$4000 and terminating the tenancy agreement between the parties on June 30, 2002.

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Hal Logsdon  
Rental Officer