

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
CLARA FROST, 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 **INUVIK, NT.**

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

CLARA FROST

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair related to the repair of tenant damages in the amount of eight hundred seven dollars and seventeen cents (\$807.17).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the costs of repair in monthly installments of no less than fifty dollars (\$50.00), the first payment being due on January 31, 2002 and payable thereafter no later than the last day of every month until the amount is paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of January, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

CLARA FROST

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Clara Frost, respondent
Jeff Muise, representing the respondent

Date of Decision: January 8, 2002

REASONS FOR DECISION

The applicant testified that the respondent had entered into a payment agreement with the applicant concerning repair costs related to tenant damages to the premises. The applicant alleged that the respondent had failed to make payments in accordance with the agreement and had failed to pay the rent on the days it was due. The applicant withdrew their request for termination of the tenancy agreement in favour of an order to pay the remaining balance of the alleged costs of repairs in accordance with the agreement and to pay rent on time in the future.

The applicant provided copies of the tenant ledgers and the payment agreement in evidence. Most of the charges for tenant damages were incurred in 1999. The agreement, signed by the respondent, acknowledges the responsibility for the debt and obliges the respondent to pay \$50/month until it is paid. The ledger indicates that both rent payments and payments in accordance with the agreement have been late on occasion. The ledger indicates a balance of charges for tenant damage owing in the amount of \$807.17.

The respondent did not dispute the allegations and testified that she was in a position to pay the rent and additional payments in accordance with the agreement on time.

I find the respondent breached the tenancy agreement by failing to repair tenant damages and by failing to pay rent on the days it was due. I find the outstanding charges for tenant damages to be \$807.17. An order shall be issued for the respondent to pay the applicant the charges for tenant

damages in installments of no less than \$50, the first payment being due on January 31, 2002 and payable thereafter no later than the last day of every month until the debt is paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer