

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **LOUISA ROBERT**, 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 **FORT MCPHERSON, NT.**

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**LOUISA ROBERT**

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 three hundred ninety seven dollars and twenty eight cents (\$397.28)
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant related to tenant damages to the rental premises in the amount of sixty four dollars and sixty nine cents (\$64.69).

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0060 Geeva Inn Street, Fort McPherson, NT shall be terminated on February 28, 2002 and the respondent shall vacate the premises on that day, unless this order is fully satisfied.

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**LOUISA ROBERT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 9, 2002

**Place of the Hearing:** Fort McPherson, NT

**Appearances at Hearing:** Betty Firth, representing the applicant  
Louisa Robert, respondent

**Date of Decision:** January 9, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to make repairs to the premises which were made necessary by her negligence.

The applicant sought an order for payment of alleged rent arrears, costs related to the repair of alleged tenant damages and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$397.28 and tenant damage repair costs of \$64.69. A work order and invoice were also submitted by the applicant which indicated that the repairs were for a damaged door lock. The applicant testified that to her knowledge the damages were caused by the tenant or persons permitted on the premises by the tenant.

The respondent did not dispute the allegations.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair tenant damages to the premises. I find the rent arrears to be \$397.28 and the repair costs to be \$64.69. I find the repair costs to be reasonable. Although I understand that the rent assessment is based on the income of household members other than the tenant, the tenant is nevertheless responsible for rent. The rent is seriously in arrears and no payments have been made since June, 2001. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and costs of damages are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears and costs related to tenant damages in the amount of \$461.97 and terminating the tenancy agreement between the parties on February 28, 2002 unless that amount is paid in full.

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Hal Logsdon  
Rental Officer