

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **NORMA NORMAN**, 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 -

NORMA NORMAN

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 two hundred three dollars and thirty nine cents (\$203.39).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation related to tenant damages in the amount of one hundred twenty six dollars and thirty one cents (\$126.31).

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 0087 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on February 28, 2002 and the respondent shall vacate the rental premises on that date, unless payment is made by the respondent to the applicant of no less than three hundred sixty one dollars and seventy cents (\$361.70).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **NORMA NORMAN**, 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 MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

NORMA NORMAN

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
Norma Norman, respondent

Date of Decision: January 9, 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 her negligence. The applicant provided copies of the tenant ledger which indicated rent arrears as at December 20, 2002 in the amount of \$171.39. The applicant testified that since that time, the January rent of \$32 had become due bringing the balance of rent owing to \$203.39. The ledger also indicated charges for the repair of tenant damages in the amount of \$126.31. The applicant testified that the repairs were made necessary due to the negligence of the respondent and provided work orders and invoices supporting the costs of repairs.

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. I find the rent arrears to be \$203.39 and the costs of repair to be \$126.31. I find the repair costs reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and costs of repairs are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears and costs of repair in the amount of \$329.70. The order shall terminate the tenancy agreement on February 28, 2002

unless the respondent pays the applicant the arrears and the rent for February, 2002 in the total amount of \$361.70.

Hal Logsdon
Rental Officer