

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **GLEN KOE AND ELIZABETH NORMAN**, Respondents;

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 -

GLEN KOE AND ELIZABETH NORMAN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven hundred sixty one dollars and seventy eight cents (\$761.78).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for costs related to tenant damages to the rental premises in the amount of two hundred two dollars and forty nine cents (\$202.49).
3. Pursuant to section 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0071 Andrew Kunnizzi

Street, Fort McPherson, NT shall be terminated on May 15, 2002 and the respondents shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of April, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

GLEN KOE AND ELIZABETH NORMAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 16, 2002

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Shirley Wilson, representing the applicant
Elizabeth Norman, respondent

Date of Decision: April 16, 2002

REASONS FOR DECISION

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of their negligence.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$809.24 and costs of repairs of alleged tenant damages in the amount of \$202.49. 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 respondent did not dispute the allegations and indicated she would be able to pay the amounts by May, 2002.

Three previous orders have been issued against the respondents requiring them to pay rent arrears and costs of tenant damages. The last order, filed on March 29, 2000 terminated the tenancy agreement on May 31, 2000 unless the respondents paid costs related to tenant damages.

Although the costs were not paid on time, the order was eventually satisfied and the applicant reinstated the tenancy agreement.

I also note that an error noted in the ledger during the March 29, 2000 hearing was not corrected. As noted in the order, a debit of \$23.73 should have been a credit. As a result, the current balance of rent arrears should be \$47.46 less than stated.

I find the respondents have breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair damages which were a result of their negligence. I find the rent arrears to be \$761.78 and the costs of repair to be \$202.49. I find the costs of repair to be reasonable. In my opinion, given the history of non payment of rent and continuous tenant damages, there are sufficient grounds to terminate this tenancy agreement. The applicant was agreeable, however, to allow the tenancy to continue if the rent arrears and repair costs were paid by May 15, 2002.

An order shall be issued for the respondents to pay the applicant rent arrears and costs of repair related to tenant damages in the amount of \$964.27 and terminating the tenancy agreement on May 15, 2002 unless that amount is paid in full.

Hal Logsdon
Rental Officer