

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **DEBBIE JEROME**, 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 -

DEBBIE JEROME

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 twenty three dollars and eighty nine cents (\$23.89).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of ninety eight dollars and thirty nine cents (\$98.39).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 0088 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on October 31, 2002 and the

respondent shall vacate the rental premises on that date, unless this order is fully satisfied.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **DEBBIE JEROME**, 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-

DEBBIE JEROME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2002

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Debbie Jerome, respondent

Date of Decision: September 16, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to repair damages to the rental premises which were made necessary by the negligence of the respondent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs associated with the repair of the alleged tenant damages.

The applicant provided a copy of the tenant ledger which indicated a balance of \$122.28. The applicant testified that of that amount \$23.89 was the balance of rent arrears and \$98.39 was the balance of repair costs. The applicant also provided work orders and invoices for the repairs undertaken which indicated that the cost were related to the repair of a window and a call-out charge to open the door to the premises for the tenant.

The respondent did not dispute the allegations and asked that she be given to October 31, 2002 to pay the amount. The applicant stated the payment date of October 31, 2002 was acceptable to them.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair damages to the premises which were the result of her negligence. I find the rent arrears to be \$23.89 and the costs of repair to be \$98.39. Although the repair costs and rent arrears are not great, in my opinion, they are grounds for termination if ignored. An

order shall be issued requiring the respondent to pay the applicant rent arrears and costs related to the repair of tenant damages in the amount of \$122.28 and terminating the tenancy agreement on October 31, 2002 unless that amount is paid in full.

Hal Logsdon
Rental Officer