

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 five hundred eighty eight dollars (\$588.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair related to tenant damage of the premises in the amount of sixty one dollars and seventy three cents (\$61.73).
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 rental premises known as 0087 Edward

Snowshoe Street, Fort McPherson, NT shall be terminated on October 31, 2002 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of September, 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
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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

NORMA NORMAN

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

Date of Decision: September 16, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 9, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs related to the repair of the alleged tenant damages. The applicant provided a copy of the tenant ledger which indicated a balance owing of \$649.73. The applicant indicated that of that amount, \$588 was the balance of rent arrears and \$61.73 was the balance of charges related to tenant damages. The applicant also provided a work order relating to the alleged damages which indicated repairs had been done to the entry door lock and one interior door and passage set. The applicant testified that the damages were the result of the tenant's negligence. The applicant also indicated that they would like to have the tenancy terminated unless the rent arrears and tenant damage costs were paid by October 31, 2002.

I find the ledger in order and the costs related to the repair of damages reasonable and adequately documented. 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 \$588 and the costs of repair to be \$61.73. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these debts are promptly paid.

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 \$649.73 and terminating the tenancy agreement on October 31, 2002 unless this amount is paid in full.

Hal Logsdon
Rental Officer