

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **JOHN B. BONNETPLUME**, 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 -

JOHN B. BONNETPLUME

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damage to the rental premises in the amount of three hundred fifty seven dollars and seventy nine cents (\$357.79).
2. Pursuant to sections 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 0014 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

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BETWEEN:

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Applicant/Landlord

-and-

JOHN B. BONNETPLUME

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
John Bonnetplume, respondent

Date of Decision: September 16, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to repair damages to the premises which were made necessary by the respondent's negligence and sought an order requiring the respondent to pay the costs of repair of the alleged damages. The applicant provided a copy of the tenant ledger which indicated a balance of repair costs owing in the amount of \$357.79. The applicant testified that there were repairs to broken windows, wall surfaces and a call out to assist the tenant to open the door when he had lost his keys.

The respondent testified that the damages to the walls were done by guests which he had permitted to enter the house. He also testified that he was not sure if he had broken the windows himself as he had been intoxicated on the day they were damaged. He stated that he had come home and discovered the windows broken but could not remember breaking them. The respondent asked for time to pay the costs related to the damages.

In my opinion, it is likely that the windows were broken by the respondent or persons that he permitted in the house. The wall damage is also the responsibility of the tenant, having permitted his guests who did the damage to enter the premises. I find the respondent breached the tenancy agreement by failing to repair the damages. I find the costs of repair to be reasonable. In my opinion, it is also reasonable to terminate the tenancy agreement unless these costs are promptly paid.

An order shall be issued requiring the respondent to pay the applicant the outstanding costs related to the repair of the damages in the amount of \$357.79 and terminating the tenancy agreement on October 31, 2002 unless those costs are paid in full.

Hal Logsdon
Rental Officer