

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LESLIE SNOWSHOE AND JOANNE BLAKE**, 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 -

LESLIE SNOWSHOE AND JOANNE BLAKE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages in the amount of seven hundred fifty three dollars and seventy seven cents (\$753.77).
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 unit 0102, Fort McPherson, NT shall be terminated on January 15, 2003 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 20th day of
November, 2002.

Hal Logsdon
Rental Officer

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-and-

LESLIE SNOWSHOE AND JOANNE BLAKE

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 19, 2002
<u>Place of the Hearing:</u>	Fort McPherson, NT via teleconference
<u>Appearances at Hearing:</u>	Shirley Wilson, representing the applicant Leslie Snowshoe, respondent
<u>Date of Decision:</u>	November 19, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair tenant damages to the rental premises. The applicant sought an order requiring the respondents to pay costs related to the repair of the alleged damages and termination of the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of repairs costs owing in the amount of \$829.43. The applicant also provided three work orders outlining the repair work done by the landlord and costs of repair.

The respondent disputed one of the work orders representing repair to a broken window. The respondent testified that the window was broken by someone who forced entry into the premises while they were away. He testified that he had reported the incident to the police and to the landlord. The repair cost associated with that work was \$75.66. The respondent indicated that he would be able to pay the remainder of the costs by December 31, 2002.

The applicant indicated that they would be satisfied with an order terminating the tenancy agreement unless the repair costs were paid by January 15, 2003.

I find the respondents breached the tenancy agreement by failing to repair damages to the rental premises which were made necessary due to their negligence. I find the balance of the repair

costs to be \$753.77 which does not include the costs of the window repair which I do not consider to be the result of the tenants' negligence. I find the costs of repair reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the costs of repair are promptly paid.

An order shall be made requiring the respondents to pay the applicant the repair costs and terminating the tenancy agreement on January 15, 2003 unless those costs are paid in full.

Hal Logsdon
Rental Officer