

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **PATRICIA CONSTANT AND SCOTT MINOZA**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

PATRICIA CONSTANT AND SCOTT MINOZA

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 one thousand one hundred thirty five dollars and twenty one cents (\$1135.21).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages in the amount of one hundred twenty six dollars and forty cents (\$126.40).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 11 Royal Road, Hay River, NT

shall be terminated on October 31, 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 9th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **PATRICIA CONSTANT AND SCOTT MINOZA**, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

PATRICIA CONSTANT AND SCOTT MINOZA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 9, 2003**

Place of the Hearing: **Hay River, NT via teleconference**

Appearances at Hearing: **Christine Smith, representing the applicant**

Date of Decision: **October 9, 2003**

REASONS FOR DECISION

The respondents were served with Notices of Attendance on September 28, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for the costs of repair of tenant damages to the premises. The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$1135.21 and a balance of charges owing for the repair of tenant damages in the amount of \$126.40. The applicant also provided copies of work orders outlining the repairs. The work orders indicated that the repairs were made necessary due to tenant negligence.

The applicant stated that they were willing to permit the tenancy to continue provided the rent arrears and costs of repairs were promptly paid.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for the costs of repair which were made necessary due to the negligence of the respondents. I find the ledgers in order and the costs of repair to be reasonable.

I find rent arrears in the amount of \$1135.21 and repair costs in the amount of \$126.40. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears and repair costs are promptly paid.

An order shall issue requiring the respondents to pay rent arrears and repair costs in the amount of \$1261.61 and terminating the tenancy agreement on October 31, 2003 unless that amount is paid in full.

Hal Logsdon
Rental Officer