

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **DEBBIE MCARTHUR**, 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 SMITH, NT**.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DEBBIE MCARTHUR**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of December, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**DEBBIE MCARTHUR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2003

**Place of the Hearing:** Fort Smith, NT

**Appearances at Hearing:** Ruth White, representing the applicant  
Debbie McArthur, respondent

**Date of Decision:** November 28, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and by failing to repair damages to the premises which were caused by her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of repairs and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$235. The applicant also provided a statement of repair costs and work orders for each item of alleged tenant damage. The respondent did not dispute either account.

The applicant indicated that the premises were repainted in June, 2003 because the walls had numerous crayon markings on them. The applicant indicated that the premises were last painted in the spring of 1998 and that they normally repainted premises every five years. In my opinion, notwithstanding the markings on the walls, the painting should have been done anyway and the respondent should not have to bear the cost of the work. The request for compensation of \$223.76 is therefore denied.

The respondent tendered a cheque to the landlord for \$1000 at the hearing which was accepted. The landlord withdrew the request for payment and termination and sought an order requiring the respondent to pay future rent on time.

I find that no rent arrears or charges for repairs are owed by the respondent but that rent has not been paid on time in the past. An order shall issue requiring the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer