

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CALVIN FRANCIS**, 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 -

CALVIN FRANCIS

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 two hundred ninety nine dollars and twelve cents (\$299.12).
2. 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 0115 Edward Snowshoe Street, Fort McPherson NT shall be terminated on February 28, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two hundred ninety nine dollars and twelve cents (\$299.12) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January,
2003.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

CALVIN FRANCIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 9, 2003

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Calvin Francis, respondent

Date of Decision: January 9, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were the result of his negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the costs related to the repair of the alleged tenant damages.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$299.12 and costs related to repair of damages in the amount of \$93.52. The applicant also provided a copy of a work order related to the repairs which indicated the repair of a broken window.

The respondent testified that the window was broken by a person outside the premises who threw a stone at the window. He testified that he had reported the matter to the police but no charges were laid. The respondent did not dispute the allegations pertaining to rent arrears and noted that he would soon be starting a job and would be able to pay the arrears in February.

The applicant indicated that she had not been informed that the window was broken by vandals and stated that the landlord would be willing to continue the tenancy agreement if the arrears were paid by February 15, 2003.

As the window was not broken by the respondent or persons which he permitted on the premises,

the respondent is not responsible to repair the damages. The request for an order requiring the respondent to pay the applicant the repair costs is therefore denied. I find that the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and I find the rent arrears to be \$299.12. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. In my opinion, payment of the arrears by February 28, 2003 is reasonable.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$299.19 and terminating the tenancy agreement on February 28, 2003 unless those arrears are paid in full.

Hal Logsdon
Rental Officer