

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **SHANE MANDEVILLE**, 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 -

SHANE MANDEVILLE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File # 10-7642, filed on January 13, 2004) is rescinded and the respondent shall pay the applicant the balance of rent arrears in the amount of twenty one thousand two dollars (\$21,002.00).
2. Pursuant to 84(3) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of costs related to the repair of tenant damage to the premises in the amount of five hundred thirty six dollars and twenty eight cents (\$536.28).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement

between the parties for the premises known as Unit 0033, 46 McDougal Road, Fort Smith, NT shall be terminated on September 30, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of September, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **SHANE MANDEVILLE**, 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.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

SHANE MANDEVILLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 1, 2004

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Ruth White, representing the applicant

Date of Decision: September 1, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 22, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had failed to pay rent arrears and repair costs in accordance with a previous order and failed to pay the full amount of rent. The applicant sought an order rescinding the previous order and requiring the respondent to pay the balance of the alleged rent arrears and repair costs and terminating the tenancy agreement.

The applicant provided a statement of the rent and tenant damage accounts in evidence. The rent statement indicated a balance owing in the amount of \$20,350. The applicant testified that the September rent of \$652 had come due but had not yet been posted, bringing the balance of rent owing to \$21,002. The tenant damage statement indicated a balance owing in the amount of \$536.28.

A previous order (File #10-7642, filed on January 13, 2004) required the respondent to pay rent arrears and repair costs in monthly payments of no less than \$200 and to pay the rent on time.

The rent and damage statements clearly indicate that the order has been repeatedly breached. The combined repair and rent arrears have increased by over \$3400 since the previous order was issued.

I find the respondent in breach of the previous order and his obligation to pay rent. I find the balance of rent owing to be \$21,002 and the balance of repair costs to be \$536.28. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant rent arrears and repair costs in the amount of \$21,538.28. The tenancy agreement shall be terminated on September 30, 2004 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer