

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **CAROLINE BOURQUE**, 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 -

CAROLINE BOURQUE

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 one thousand seventy two dollars (\$1072.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs related to tenant damages to the rental premises in the amount of two hundred fifty five dollars and ninety eight cents (\$255.98).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0056, 10 Pike Street, Fort Smith, NT shall be terminated on February 28, 2005 and the respondent shall vacate

the premises on that date, unless the rent arrears and repair costs in the total amount of one thousand three hundred twenty seven dollars and ninety eight cents (\$1327.98) is paid in full.

4. 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 4th day of January, 2005.

Hal Logsdon
Rental Officer

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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-

CAROLINE BOURQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 21, 2004

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant

Date of Decision: December 21, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 1, 2004 but failed to appear at the hearing. The hearing was held in her absence.

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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs 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 \$1072. The applicant also provided a statement of the repair costs which indicated a balance owing in the amount of \$255.98. The applicant provided copies of work orders outlining the repairs which were undertaken on behalf of the respondent.

Several notices have been served on the respondent notifying her of the rent arrears.

I find the respondent in breach of her obligation to pay rent and to repair damages to the premises. I find the repair costs reasonable and made necessary due to the negligence of the respondent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay rent arrears and repair costs to the applicant in the amount of \$1327.98 and terminating the tenancy agreement on February 28, 2005 unless that amount is paid in full.

Hal Logsdon
Rental Officer