

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **CLAUDIO ROY A.K.A. TROY BRUNO**, 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 -

CLAUDIO ROY A.K.A. TROY BRUNO

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 sixty six dollars (\$1066.00).
2. Pursuant to 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages in the amount of four thousand three hundred sixty one dollars and eighty six cents (\$4361.86).
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 0068B, 41 St. Ann's

Street, Fort Smith, NT shall be terminated on February 11, 2005 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of December, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

CLAUDIO ROY A.K.A. TROY BRUNO

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 his 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 \$1066. The applicant also provided a statement of the alleged repair costs which indicated a balance owing in the amount of \$4361.86. The applicant provided copies of work orders outlining the repairs which were undertaken on behalf of the respondent.

The respondent has entered into agreements permitting him to pay the arrears and repairs costs in monthly installments but has breached these agreements. Numerous notices have been served on the respondent notifying him of the outstanding repair costs.

I find the respondent in breach of his 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 \$5427.86 and terminating the tenancy agreement on February 11, 2005 unless that amount is paid in full.

Hal Logsdon
Rental Officer