

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **ALLAN J. HERON**, 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 -

ALLAN J. HERON

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 eight hundred sixty two dollars and two cents (\$862.02).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of one thousand eight hundred eighty five dollars and thirty eight cents (\$1885.38).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than fifty dollars (\$50.00),

the first payment being due on February 1, 2005 and payable thereafter, along with the rent, on the first day of each month until this order is fully satisfied.

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 5th day of January, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **ALLAN J. HERON**, 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-

ALLAN J. HERON

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: January 5, 2005

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 which were caused by his negligence. 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 unless the rent arrears and repair costs are promptly paid.

The rent arrears and repair costs relate to both the current premises and former premises. The respondent was relocated to the current premises at the landlord's request and the rent arrears, repair costs and security deposit were transferred to the new account.

The applicant provided statements of the rent account which indicated rent owing in the amount of \$862.02. The applicant also provided statements of the repair costs, including work orders and invoices outlining details of the damages and work undertaken, which indicated repair cost in the amount of \$1885.38.

On October 13, 2004 the parties entered into agreements which permitted the respondent to pay the rent arrears and repair costs in monthly installments of \$50. Pursuant to those agreements, the

respondent was obliged to pay the applicant \$246 prior to December 29, 2004 calculated as follows:

October/04	rent (\$32) + arrears (\$50)
November/04	rent (\$32) + arrears (\$50)
December	rent (\$32) + arrears (\$50)
Total	\$246

The statements indicate that the following payments were made during that period:

October 20/04	#6125	\$57.00
December 01/04	#6272	32.00
December 01/04	#6273	25.00
December 01/04	#6274	<u>193.98</u>
Total		\$307.98

Although the November, 2004 payments were not made on time, the total amount paid is more than sufficient to satisfy the agreement. In my opinion, the breach of the payment agreement made between the parties is not sufficient to warrant termination of the tenancy agreement. In my opinion, the repayment arrangement should be permitted to continue, provided the respondent continues to make payments in accordance with the agreement and the terms of the agreement should be incorporated in the order.

I find the respondent in breach of his obligation to pay rent and to repair damages to the rental premises. I find the rent arrears to be \$862.02 and the repair costs to be \$1885.38. In my opinion the repair costs are reasonable and the repairs made necessary due to the negligence of the respondent.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs in the amount of \$2747.40 in monthly payments of no less than \$50.00 to be paid, along with the rent on the first day of each month until this order is fully satisfied. The first payment shall be due on February 1, 2005. The respondent is also ordered to pay future rent on time.

Should the respondent fail to make payments in accordance with this order or fail to pay the rent on time, the applicant may file a future application seeking the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer