

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **MARLENE ABRAHAM**, 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 -

MARLENE ABRAHAM

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 seven hundred fourteen dollars (\$714.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of three thousand two hundred seventy six dollars and ninety six cents (\$3276.96).
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 two hundred dollars

(\$200.00), the first payment being due on January 31, 2005 and payable thereafter on the last day of every 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 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-

MARLENE ABRAHAM

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
Marlene Abraham, respondent

Date of Decision: January 4, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair tenant 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 \$714. The applicant also provided a statement of repair costs which indicated a balance owing in the amount of \$4052.85 and numerous work orders outlining work undertaken and cost details. The work orders related to repairs undertaken on a previous unit which was vacated in June, 2003 when the tenant was relocated to the present premises. The repair costs and security deposit were transferred to the current account.

The respondent did not dispute the allegations and stated that she could pay the repair costs and rent arrears in monthly installments of \$200. The applicant accepted the offer to pay in installments and withdrew the request for an order terminating the tenancy agreement.

Comparing the work orders to the statement of repair costs, I find that the work orders account for only \$3276.96 of the costs which appear on the statement. There are no work orders to substantiate invoice #1852 or invoice #61017. As I am unable to determine the nature of these repairs from the evidence, I shall only consider the documented repairs totalling \$3276.96.

I find the respondent in breach of her obligations to pay rent and to repair tenant damages to the rental premises. I find the repairs to have been necessary due to the negligence of the tenant and the repair costs reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs totalling \$3990.96. The respondent may pay this amount to the applicant in monthly installments of no less than \$200, the first payment being due on January 31, 2005 and payable thereafter no later than the last day of each month until this order is fully satisfied. The respondent is also ordered to pay the monthly rent on time in the future.

Should the respondent fail to make payments in accordance with this order or fail to pay the monthly 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