

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **AMY M. NEYANDO**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

AMY M. NEYANDO

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 two thousand seventy eight dollars and eighty eight cents (\$2078.88).
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 one hundred forty three dollars and twenty three cents (\$143.23).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0081 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on May 16, 2005 and the respondent shall vacate

the premises on that date unless 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 28th day of April, 2005.

Hal Logsdon
Rental Officer

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Applicant, and **AMY M. NEYANDO**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

AMY M. NEYANDO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 28, 2005

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Elizabeth Firth, representing the applicant

Date of Decision: April 28, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on April 19, 2005 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 costs of repair and terminating the tenancy agreement unless the arrears and repair costs were promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$2222.11. The applicant testified that of that amount \$143.23 represented costs to repair a broken window which resulted from the tenant's negligence. Copies of the work orders were presented in evidence. The applicant testified that also included were charges of \$84.88 for a supplementary delivery of water.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears, including the costs of the water, to be \$2078.88. I find the repairs were made necessary due to the tenant's negligence and find the repair costs of \$143.23 reasonable. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs totalling \$2222.11 and terminating the tenancy agreement on May 16, 2005 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer