

IN THE MATTER between **ACHO DENE KOE FIRST NATION**, Applicant, and
GRACE BERREAULT, 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 LIARD, NT**.

BETWEEN:

ACHO DENE KOE FIRST NATION

Applicant/Landlord

- and -

GRACE BERREAULT

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 four thousand seven hundred seventy dollars (\$4770.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly payments of two hundred dollars (\$200.00), payable along with the monthly rent on the first day of each month until the rent arrears are paid in full. The first payment shall be due on March 1, 2006.

3. 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 1st day of March, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **ACHO DENE KOE FIRST NATION**, Applicant, and
GRACE BERREAULT, 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:

ACHO DENE KOE FIRST NATION

Applicant/Landlord

-and-

GRACE BERREAULT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 22, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant
Grace Berreault, respondent

Date of Decision: February 22, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged arrears and repair costs and terminating the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at April 1, 2005 in the amount of \$2020. The applicant testified that since that date, rent for the next ten months (May, 2005 to February, 2006) had come due and no payments had been received, bringing the balance of rent owing to \$4770. The rent for the premises is \$275/month.

The applicant provided photographs of the exterior of the premises taken in May, 2005. They show two broken windows and garbage, including bottles and cans, in the yard. The applicant had no direct knowledge as to how the windows were broken but noted that the pictures were marked "after May 3/05 party".

The respondent did not dispute the rent arrears and stated that she would pay monthly installments of \$200 along with the rent until the arrears were paid. The respondent stated that the windows were broken by persons outside the premises while she was asleep. She did not recall any details of a party at the premises in May, 2005. She stated that windows had not been repaired.

The evidence does not support the landlord's allegations that the damage to the premises was caused by the tenant's negligence. The applicant's request for relief is denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$4770. In my opinion, this tenancy agreement should only continue if the monthly rent is paid on time in the future and regular monthly payments are made to pay the arrears.

An order shall issue requiring the respondent to pay future rent on time and to pay the rent arrears of \$4770 in monthly installments of \$200 until the arrears are paid in full. The first payment shall be due on March 1, 2006.

Should the respondent fail to pay the monthly rent on time or pay the arrears in accordance with this order, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer