

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **LANCE ELLIS**, 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

LANCE ELLIS

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 one hundred seventy eight dollars (\$1178.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair to the rental premises in the amount of forty one dollars and eighty one cents (\$41.81).
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 four hundred six dollars

(\$406.00), the first payment being due on March 31, 2006 and thereafter on the last day of every month until the rent arrears and repair costs are paid in full.

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 22nd day of March, 2006.

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");

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

LANCE ELLIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 16, 2006

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Hilda Gerlock, representing the applicant
Lance Ellis, respondent

Date of Decision: March 16, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises 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 unless the rent arrears and repair costs were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1178 and repair costs in the amount of \$41.81. The applicant testified that the repairs were necessary to repair a smoke detector which had been damaged by the respondent.

The respondent did not dispute the allegations and agreed that future rent would be paid on time. The parties agreed that the arrears and repair costs would be paid in monthly installments of \$406.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1178. I find the repair costs of \$41.81 reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1178 and repair costs in the amount of \$41.81 in monthly installments of \$406. The first installment will be due on March 31, 2006 and thereafter on the last day of each month until the rent arrears and repair costs are paid in full. The respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer