

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **RUTH NADARY**, 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 -

RUTH NADARY

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 hundred thirteen dollars (\$213.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine thousand forty three dollars and twenty six cents (\$9043.26).
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 fifty dollars (\$50.00), the first

payment being due on May 1, 2006, and payable thereafter on the first day of every month, along with the rent, 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 12th day of April, 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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

RUTH NADARY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2006

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant
Kim McArthur, representing the applicant
Ruth Nadary, respondent

Date of Decision: April 5, 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 which were a result of her 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.

The applicant testified that the respondent was transferred from unit 0007 to unit 0003 on June 8, 2000 but the tenancy agreement remained in place. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$213.00. The applicant also provided a copy of the damages ledger and individual work orders which indicated repair costs in the amount of \$9043.26. Some of the repair costs related to the former premises and some were related to the current premises. The applicant testified that the damages were all the result of the tenant's negligence or the negligence of persons permitted on the premises by the tenant.

The respondent did not dispute the allegations and offered to pay the rent arrears and repair costs in monthly installments. The parties agreed that the repair costs and rent arrears could be paid in monthly installments of \$50, along with the rent, until the rent arrears and repair costs were paid in full. The applicant withdrew the request for termination of the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages

to the premises. I find the rent arrears to be \$213 and the repair costs to be \$9043.26.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$213 and repair costs in the amount of \$9043.26. The respondent may pay monthly installments of \$50, along with the rent, until the repair costs and rent arrears are paid in full. The first payment shall be due on May 1, 2006 and payable thereafter on or before the first day of every month until the rent arrears and repair costs are paid in full.

Should the respondent fail to pay the monthly payments of arrears 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