

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **ALAN J. HERON**, 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 -

**ALAN J. HERON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #10-8187, filed on January 6, 2005) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of one thousand forty one dollars and two cents (\$1041.02) and repair costs in the amount of one thousand eight hundred eighty five dollars and thirty eight cents (\$1885.38).
2. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0007B, 57 St. Ann's Street, Fort Smith, NT shall be terminated on May 19, 2006 and the respondent shall vacate the premises on that date, unless rent arrears and repair costs in the total

amount of two thousand nine hundred twenty six dollars and forty cents (\$2926.40) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of April, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ALAN J. HERON**

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

**Date of Decision:** April 5, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on March 24, 2006, but failed to appear at the hearing. The hearing was held in his 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 premises which were the result of his 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 0018A to unit 0007B on January 17, 2003 and the original tenancy agreement and security deposit remained in effect. The rent arrears and repair costs relate to both rental premises. The applicant provided statements of the rent and damage accounts in evidence which indicated a balance of rent owing in the amount of \$1041.02 and a balance of repair costs in the amount of \$1885.38.

A previous order (File #10-8187, filed on January 6, 2005), was issued requiring the respondent to pay repair costs and rent arrears in monthly installments of \$50 and to pay future rent on time. Since that order was issued the rent arrears have increased and the outstanding repair costs have remained the same.

I find the statements in order and find the respondent in breach of his obligation to pay rent and

to repair damages to the rental premises which were the result of his negligence. The respondent has also breached the previous order permitting him to pay the rent arrears and repair costs in monthly installments and to pay the monthly rent on time.

I find the rent arrears to be \$1041.02 and the repair costs to be \$1885.38. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid in full.

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant the outstanding balance of rent in the amount of \$1041.02 and repair costs in the amount of \$1885.38. The tenancy agreement shall be terminated on May 19, 2006 and the respondent shall vacate the premises on that date, unless the full amount of \$2926.40 is paid to the applicant.

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Hal Logsdon  
Rental Officer