

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **DERWIN KOTCHEA AND VICTORIA KLONDIKE**, Respondents;

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:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

DERWIN KOTCHEA AND VICTORIA KLONDIKE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand dollars (\$1000.00).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to repair tenant damages to the premises by repairing four broken windows.
3. 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 #803, Diamond Willow Road, LTO 1186, Lot 49, shall be terminated on June 30, 2006 and the respondents shall

vacate the premises on that date, unless the rent arrears are paid in the amount of one thousand dollars (\$1000.00) and the broken windows are repaired.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of May, 2006.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

DERWIN KOTCHEA AND VICTORIA KLONDIKE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 18, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: May 24, 2006

REASONS FOR DECISION

The respondents were served by registered mail sent to the rental premises. The applicant testified that the respondents were still in possession. The respondents did not appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears, repair the damages to the premises and terminating the tenancy agreement between the parties.

The applicant provided two statements of the rent account in evidence and explained that the first, which indicated a balance of rent owing in the amount of \$2328 as at December 1, 2005, was prepared by the Band when they administered the program. The second statement, which indicated a balance owing of \$1350, covered the period from January 1, 2006 to March 1, 2006. The applicant stated that the second statement covered the period during which the Hamlet of Fort Liard administered the program. The applicant stated that a recent audit had concluded that the rent records of the Band were inaccurate. The applicant sought only the rent arrears from January 1, 2006. The applicant testified that no payments of rent had been received since March, 2005.

The rent statement prepared by the Hamlet of Fort Liard indicates that the rent for the premises

has been assessed at \$450 for each month since January 1, 2006. The applicant indicated that this was the maximum rent and had been applied because the respondents had failed to provide any income information on which to base a lower rent. The written tenancy agreement, however, sets the rent at \$200/month unless a lower rent is calculated based on the tenant's income. Therefore the maximum rent that can be applied in any given month pursuant to the tenancy agreement is \$200. I therefore find the rent owing to be \$1000 calculated as follows:

| | |
|---------------------|------------|
| January, 2006 rent | \$200 |
| February, 2006 rent | 200 |
| March, 2006 rent | 200 |
| April, 2006 rent | 200 |
| May 2006 rent | <u>200</u> |
| Total | \$1000 |

The applicant provided photographs of the rental premises which indicated broken windows and testified that four windows had been broken due to the negligence of the respondents or persons that they permitted in the premises. The applicant testified that the respondents had not repaired the windows. She could not provide any estimate of the repair costs.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to repair damages to the rental premises. I find the rent arrears to be \$1000. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid and the broken windows repaired.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1000 and to repair the broken windows. The order shall terminate the tenancy agreement on

June 30, 2006 unless the rent arrears of \$1000 are paid in full and the windows repaired.

Hal Logsdon
Rental Officer