

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **DARLENE BERTRAND**, 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:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

DARLENE BERTRAND

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 twenty five dollars (\$1025.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair to the rental premises in the amount of nine hundred dollars (\$900.00).
3. Pursuant to section 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 801, Blackwater

Road, Fort Liard, NT shall be terminated on September 15, 2006 and the respondent shall vacate the premises on that date unless the rent arrears, repair costs and the rent for September, 2006 in the total amount of two thousand fifty dollars (\$2050.00) is 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 15th day of August, 2006.

Hal Logsdon
Rental Officer

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and **DARLENE BERTRAND**, 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:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

-and-

DARLENE BERTRAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 10, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: August 10, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. The applicant testified that the respondent was still in possession of the rental premises. The respondent failed to appear at the hearing and the hearing was held in her 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 rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1025. The rent for the premises is \$125/month. The applicant stated that the rent for September, 2006 would remain \$125. The applicant also provided photographs of the premises in evidence, showing damage to the door and a window. The applicant testified that the damage was done by the respondent's partner who lived in the premises. An invoice was also submitted in evidence showing the estimated costs of repair as \$900. The applicant testified that the final costs were \$900.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1025. I also find the damages to the window and door to be the result of negligence by a person permitted on the premise by the respondent and find the repair costs to

be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid and the September, 2006 rent is paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1025 and repair costs in the amount of \$900. The tenancy agreement shall be terminated on September 15, 2006 unless the rent arrears, repair costs and the September, 2006 rent in the total amount of \$2050 is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer