

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **MICHELLE KOE**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

MICHELLE KOE

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 hundred eighty eight dollars (\$188.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of ninety three dollars and eighty four cents (\$93.84).
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 0020 Geeva Inn Avenue, Fort McPherson, NT shall be terminated on April 30, 2006 and the respondent

shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of two hundred eighty one dollars and eighty four cents (\$281.84) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of April,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **MICHELLE KOE**, 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:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

MICHELLE KOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 4, 2006

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: April 4, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 30, 2006, but failed to appear at the hearing. 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 premises which were the 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 unless those amounts are promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$188 and repair costs in the amount of \$93.84. The applicant testified that the repairs were to a lockset which was damaged due to the tenant's negligence.

I find the ledger in order and find the respondent in breach of her obligation to pay rent and to repair damages to the rental premises. I find the rent arrears to be \$188. I find the repair costs of \$93.84 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs in the amount of \$281.84 and terminating the tenancy agreement on April 30, 2006 unless that amount is paid in full.

Hal Logsdon
Rental Officer