

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **WAYNE GREENLAND AND BELLA GREENLAND**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

WAYNE GREENLAND AND BELLA GREENLAND

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 three thousand nine hundred thirty nine dollars and eighteen cents (\$3939.18).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0059 James Simon Road, Fort McPherson, NT shall be terminated on April 6, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of three thousand nine hundred thirty nine dollars and eighteen cents (\$3939.18) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March,
2007.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

WAYNE GREENLAND AND BELLA GREENLAND

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 14, 2007
<u>Place of the Hearing:</u>	Fort McPherson, NT via teleconference
<u>Appearances at Hearing:</u>	Shirley Wilson, representing the applicant Wayne Greenland, respondent
<u>Date of Decision:</u>	March 14, 2007

REASONS FOR DECISION

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger which indicated a balance owing of \$4010.32. This amount included rent arrears (\$3860.16), charges for extra water delivery (\$79.02) and repair costs for a broken window (\$71.14). The applicant also provided a work order detailing the work performed to repair the window, an invoice for the window repair and an invoice for the extra water delivery.

The respondent disputed that the window damage was his responsibility. The respondent testified that the sealed pane had dropped out of the frame and was not the result of negligence. The respondent did not dispute the water charges. The respondent acknowledged the rent arrears and stated that the Board of Directors of the Association, of which he is a member, had agreed to give him until April 4, 2007 to pay the outstanding rent. The applicant agreed that the tenancy agreement should continue provided the rent arrears were paid in full by that date.

I do not find sufficient evidence to conclude that the broken window was the result of negligence. The request for the repair costs of \$71.14 are therefore denied.

I find the respondents in breach of their obligation to pay rent. Taking into account the water charges, which are considered rent as they are payable to the landlord, I find rent arrears in the amount of \$3939.18 calculated as follows:

Rent arrears as per ledger	\$3860.16
Charges for water	<u>79.02</u>
Rent owing applicant	\$3939.18

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondents to pay the rent arrears of \$3939.18 and terminating the tenancy agreement on April 6, 2007 unless that amount is paid in full.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer