

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **THOMAS BONNETPLUME**, 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 -

THOMAS BONNETPLUME

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 forty eight dollars and thirty cents (\$148.30).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one hundred three dollars and sixty one cents (\$103.61).
3. 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 27th day of June,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **THOMAS BONNETPLUME**, 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-

THOMAS BONNETPLUME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 26, 2007

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Thomas Bonnetplume, respondent

Date of Decision: June 26, 2007

REASONS FOR DECISION

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, pay the repair costs for the alleged tenant damages and to pay the future rent on time. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$320.51. Included in this amount were repair costs for two broken windows (\$137.21) and a call-out charge to assist the tenant when he had locked himself out of the premises (\$35).

The applicant stated that she believed the window damage was the result of the tenant's negligence or the negligence of persons he permitted on the premises. Work orders were provided in evidence outlining the window repairs and the call-out.

The respondent did not dispute the allegations but stated that one broken window had been broken from the outside by persons unknown. The respondent could not recall a second window being broken or repaired. The respondent stated that he would pay the rent arrears and repair costs promptly.

Although the respondent appeared willing to accept the repair costs for both broken windows, the evidence appears to support that one window was broken from the outside by vandals and not by the tenant or anyone he permitted on the premises. Section 42(1) of the *Residential Tenancies Act*

sets out a tenant's obligation to repair.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

Therefore the compensation to the landlord for the window repairs shall be reduced by 50% to reflect the repair on one window only.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$148.30. I find the respondent in breach of his obligation to repair one window and find the applicant's repair costs of \$68.61 to be reasonable. I find the lock out charges of \$35 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$148.30 and repair costs in the amount of \$103.61. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer