

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

ANNIE 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 three hundred sixty nine dollars (\$369.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand eight dollars and eleven cents (\$1008.11).
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 0032 William George Vittrekwa Street, Fort McPherson, NT shall be terminated on September 30, 2007 and the

respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one thousand three hundred seventy seven dollars and eleven cents (\$1377.11) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of August, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ANNIE KOE**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ANNIE KOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 29, 2007

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Ina Arey, representing the applicant

Date of Decision: August 29, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to her usual address. The applicant testified that the respondent was still in possession of the 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 which were made necessary due to 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 the arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent and repair costs in the amount of \$1377.11. The applicant also provided work orders for the repairs indicating the nature of the repair and the cost. The applicant testified that all of the repairs were made necessary due to the negligence of the tenant or persons she permitted on the premises. Most of the work orders outline repairs to damaged doors and broken windows.

I find the ledger in order and find the respondent in breach of her obligations to pay rent and to repair damages to the rental premises. I find the balance of rent owing to be \$369 and the balance of repair costs owing to be \$1008.11. I find the costs of repair to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair

costs are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$369 and repair costs in the amount of \$1108.11 and terminating the tenancy agreement on September 30, 2007 unless those amounts are paid in full.

Hal Logsdon
Rental Officer