

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **JOANNE BLAKE AND LESLIE SNOWSHOE**, 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 -

JOANNE BLAKE AND LESLIE SNOWSHOE

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 sixty four dollars (\$64.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of fifty five dollars and eighty seven cents (\$55.87).
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 0026 William George

Vitrekwa Street, Fort McPherson, NT shall be terminated on September 30, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one hundred nineteen dollars and eighty seven cents (\$119.87) are paid in full.

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

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOANNE BLAKE AND LESLIE SNOWSHOE

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail to their usual address and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 which were made necessary due to their negligence. The applicant sought an order requiring the respondents 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 \$119.87. The applicant also provided two work orders for the repairs indicating the nature of the repair and the cost. One work order outlined repairs to broken windows and the other was for a call out to unlock the door for the respondents. The applicant testified that all of the repairs were made necessary due to the negligence of the tenants or persons they permitted on the premises.

I find the ledger in order and find the respondents in breach of their obligations to pay rent and to repair damages to the rental premises. I find the balance of rent owing to be \$64 and the balance of repair costs owing to be \$55.87. 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 respondents to pay the applicant rent arrears in the amount of \$64 and repair costs in the amount of \$55.87 and terminating the tenancy agreement on September 30, 2007 unless those amounts are paid in full.

Hal Logsdon
Rental Officer