

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

**SHAWNA NERYSOO**

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 four hundred twenty one dollars (\$421.00).
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 six hundred eighty nine dollars and eighty seven cents (\$1689.87).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less that two hundred dollars (\$200.00), the first payment becoming due no later than November 30, 2007 and payable

thereafter no later than the last day of every month, until the rent arrears and the repair costs are paid in full.

4. 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 29th day of November, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**SHAWNA NERYSOO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 21, 2007

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant  
Shawna Nerysoo, respondent

**Date of Decision:** November 21, 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 which were caused by her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$2110.87. The applicant stated that of that amount \$1689.87 represented repair costs and \$421 represented rent arrears. The applicant provided copies of work orders detailing the repairs undertaken and the costs of the repairs. The work orders indicate that the repairs were required due to tenant damage and the applicant testified that the repairs were made necessary due to the negligence of the respondent.

The respondent did not dispute the allegations and indicated that she could pay the rent arrears and repair costs in monthly installments of \$200 in addition to the monthly rent. The applicant agreed to the proposal.

I find the ledger in order and find rent arrears of \$421 and repair costs of \$1689.87. I find the repair costs reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$421 and repair

costs of \$1689.87. The arrears and repair costs may be paid in installments of no less than \$200/month. The first payment will be due on November 30, 2007 and thereafter no later than the last day of every month until the rent arrears and repair costs are paid in full. The order shall also require the respondent to pay the monthly rent on time.

Should the respondent fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the payment of any remaining balance and termination of the tenancy agreement.

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

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Hal Logsdon  
Rental Officer