

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

SHIRLEY NIDITCHIE

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 two thousand seventy seven dollars (\$2077.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of fifty nine dollars and forty eight cents (\$59.48).
3. 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 0115 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on December 14, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the repair costs in the total

amount of two thousand one hundred thirty six dollars and forty eight cents (\$2136.48) 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 21st day of November, 2007.

Hal Logsdon
Rental Officer

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Applicant, and **SHIRLEY NIDITCHIE**, 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-

SHIRLEY NIDITCHIE

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

Date of Decision: November 21, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2077. The tenant ledger also indicated a balance of repair costs owing in the amount of \$59.48. A work order and invoice described the work undertaken as the repair of a door frame and knob. The work was coded as tenant damage and the applicant testified that the work was necessary due to the negligence of the respondent.

I find the ledger in order and find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises. I find the rent arrears to be \$2077 and the balance of the repair costs to be \$59.48. I find the repair costs reasonable.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears and repair costs are promptly paid. The ledger indicates that no payments have been made since June, 2007.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2077 and repair costs in the amount of \$59.48 and terminating the tenancy agreement on December 14, 2007 unless those amounts are paid in full. Should the tenancy agreement continue the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer