

IN THE MATTER between **LUTSEL K'E HOUSING AUTHORITY**, Applicant, and **JOHN ROMBOUGH**, 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 **LUTSEL K'E, NT**.

BETWEEN:

LUTSEL K'E HOUSING AUTHORITY

Applicant/Landlord

- and -

JOHN ROMBOUGH

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 seven hundred eighty dollars (\$780.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of four hundred eighty five dollars and forty six cents (\$485.46).
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 19th day of July,

2008.

Hal Logsdon
Rental Officer

File #10-10240

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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:

LUTSEL K'E HOUSING AUTHORITY

Applicant/Landlord

-and-

JOHN ROMBOUGH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 16, 2008

Place of the Hearing: Lutselk'e, NT

Appearances at Hearing: Mary Rose Casaway, representing the applicant

Date of Decision:

July 16, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion it is reasonable to deem the Notice of Attendance served pursuant to section 71(2) of the *Residential Tenancies Act*.

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 to pay future rent on time. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent in the amount of \$780. An invoice was provided in evidence in the amount of \$485.46. The applicant testified that the invoice was for the repair of a broken window which was damaged by the respondent or persons he permitted on the premises.

I find the ledger in order and find the respondent in breach of his obligations to pay rent and to repair damages to the rental premises. I find the rent arrears to be \$780. I find the repair costs of \$485.46 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$780, repair costs of \$485.46 and to pay future rent on time.

Hal Logsdon
Rental Officer
