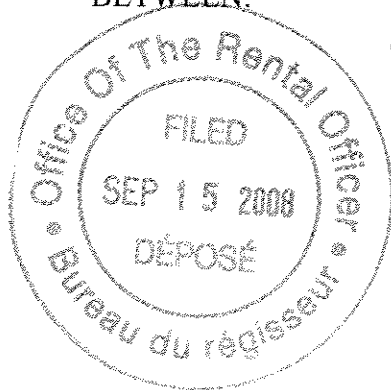


IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MILDRED KANGEGANA**, Respondent;

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 **TUKTOYAKTUK, NT**.

BETWEEN:



TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

MILDRED KANGEGANA

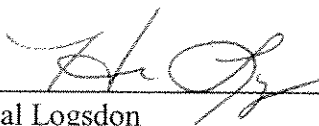
Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 43(3)(e) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven thousand nine hundred twenty two dollars (\$7922.00) and repair costs in the amount of one hundred sixteen dollars and eighty seven cents (\$116.87). The applicant shall pay the rent arrears and repair costs in monthly installments of no less than fifty dollars (\$50.00). The first payment shall be due on September 30, 2008 and payable thereafter no later than the last day of every month until the rent arrears and repair costs are paid in full.
2. 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 15th day of
September, 2008.



Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MILDRED KANGEGANA**, 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:

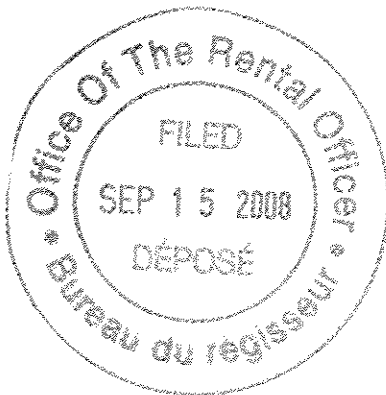
TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

MILDRED KANGEGANA

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: September 9, 2008

Place of the Hearing: Tuktoyaktuk, NT

Appearances at Hearing: Lucille Pokiak, representing the applicant
Mildred Kangegana, respondent

Date of Decision: September 9, 2008

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. 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 in evidence which indicated a balance of rent owing in the amount of \$7922.

The applicant also provided a copy of the tenant damage ledger which indicated a balance of repair costs owing in the amount of \$123.91. Two work orders were provided outlining the work undertaken and the cost of repairs.

The respondent did not dispute the rent arrears but stated that a broken window was damaged by unknown persons that were not permitted on the premises. The work order states that the window was broken by children trying to gain entry to the house and was reported by a neighbour.

Section 42 obligates a tenant to repair damages to the rental premises.

42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

This damage does not appear to be the result of the tenant's negligence or caused by persons permitted on the premises by the tenant. Therefore the repair costs of \$7.04 are denied.

The respondent offered to pay the rent arrears and repair costs in monthly payments of \$50 and to pay the monthly rent on time. The applicant agreed to the arrangement and withdrew the request to terminate the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the rental premises. I find the rent arrears to be \$7922 and find the repair costs to be \$116.87. An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears and repair costs in monthly installments of no less than \$50 payable on the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due no later than September 30, 2008.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears and repair costs in accordance with this order, the applicant may file another application seeking the full 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.



Hal Logsdon
Rental Officer