

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **VINCENT HARDISTY**, 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 SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**VINCENT HARDISTY**

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 eight thousand five hundred fifty dollars (\$8550.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of forty eight dollars and fifty two cents (\$48.52).
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 #SC07, 9822 - 102 Avenue, Fort Simpson, NT shall be terminated on February 29, 2008 and the respondent shall

vacate the premises on that date unless the rent arrears and repair costs in the total amount of eight thousand five hundred ninety eight dollars and fifty two cents (\$8598.52) 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 13th day of January, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**VINCENT HARDISTY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 10, 2008

**Place of the Hearing:** Fort Simpson, NT

**Appearances at Hearing:** Hilda Gerlock, representing the applicant

**Date of Decision:** January 10, 2008

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his 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 premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent arrears and repair costs were promptly paid.

The applicant provided a statement of account in evidence which indicated a balance of \$8598.52. Included in that amount were charges for repair costs in the amount of \$48.52. The applicant testified that the repair costs were necessary due to damages to the walls in the premises.

I find the statement 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 repair costs of \$48.52 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

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

\$8550 and repair costs in the amount of \$48.52 and terminating the tenancy agreement on February 29, 2008 unless the rent arrears and repair costs in the total amount of \$8598.52 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer