

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 sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the previous order (file #20-9775, filed on November 30, 2007) shall remain in effect provided the respondent pays the applicant at least four hundred ninety nine dollars (\$499.00) on or before April 30, 2008.

Should the respondent fail to make that payment, the previous order shall be rescinded, the full amount of the remaining rent arrears and repair costs of one thousand six hundred fifty nine dollars and fifty nine cents (\$1659.59) shall become due and payable, and the tenancy agreement between the parties for the premises known as 0131 Harriet Stewart

Avenue, Fort McPherson, NT shall be terminated on April 30, 2008 and the respondent shall vacate the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of April, 2008.

Hal Logsdon
Rental Officer

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Applicant, and **SHAWNA NERYSOO**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

SHAWNA NERYSOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2008

Place of the Hearing: Fort McPherson, NT via teleconference

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

Date of Decision: April 24, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached a previous order of the rental officer (file #20-9775, filed on November 30, 2007). The applicant sought an order rescinding the previous order and requiring the respondent to pay the remaining balance of rent arrears and repair costs and terminating the tenancy agreement on May 31, 2008 unless the balance of the outstanding rent and repair costs were paid in full.

The previous order required the respondent to pay the monthly rent plus an additional \$200 until the rent arrears and repair costs were paid in full. The additional payments of \$200 were to begin in November, 2007.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$513 and a balance of repair costs owing in the amount of \$1146.59. Of the repair costs, \$640.72 were for new charges for repairs. One charge was for the repair of a broken window and the other for a broken toilet seat.

The respondent did not dispute the allegations and stated that her job would soon end, making it difficult for her to pay the entire balance by the end of May.

My review of the ledger indicates that since the previous order was made, the respondent made the required payments in November, failed to meet the required payments in December, January

and February, caught up with the required payments in March and fell behind by \$299 in April.

The respondent stated that she had the money to satisfy the order to the end of April but had not been able to go to the landlord's office to make the payment.

In my opinion, the respondent should be given an opportunity to continue with the payment plan required by the previous order provided she make the required payments by April 30, 2008 to bring her payments up to date and not breach the previous order again. I calculate the amount necessary to satisfy the previous order to April 30, 2008 to be \$499.

Balance of rent due for April/08	\$299
Payment due April 30/08	<u>200</u>
Total	\$499

An order shall issue terminating the tenancy agreement on April 30, 2008 unless the respondent pays the applicant at least \$499. Provided that payment is made, the previous order shall remain in effect and the respondent shall continue to pay the monthly rent plus an additional \$200/month until the rent arrears and repair costs are paid in full. If the payment of \$499 is not made on or before April 30, 2008, the previous order shall be rescinded and the full balance of the remaining rent arrears and repair costs of \$1659.59 shall become due and payable.

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

Hal Logsdon
Rental Officer