

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **KELVIN KOE AND ROBERTA TEYA KAY**, Respondents;

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 -

KELVIN KOE AND ROBERTA TEYA KAY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six hundred seventy dollars (\$670.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of forty one dollars and sixty eight cents (\$41.68).
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 0085 Edward Snowshoe Street, Fort McPherson, NT, shall be terminated on August 31, 2009 and the respondents shall

vacate the premises on that date unless the rent arrears and repair costs in the total amount of seven hundred eleven dollars and sixty eight cents (\$711.68) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

KELVIN KOE AND ROBERTA TEYA KAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 13, 2009

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: August 13, 2009

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant requested that Ms. Koe's maiden name be used in any order issued as that is the name which appears on the tenancy agreement. The style of cause shall be amended to indicate her name as Roberta Teya Kay.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were caused by their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties unless the rent arrears and repair costs were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$670 and charges to repair a broken kitchen faucet in the amount of \$41.68. A work order and invoice for the repairs was provided in evidence. The applicant stated that the faucet repairs were made necessary due to the negligence of the respondents.

I find the ledger in order and find the respondents in breach of their obligation to pay rent and

their obligation to repair damages to the rental premises. I find the rent arrears to be \$670. I find the repair costs of \$41.68 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 respondents to pay the applicant rent arrears of \$670 and repair costs of \$41.68 and terminating the tenancy agreement on August 31, 2009 unless those amounts are paid in full.

Hal Logsdon
Rental Officer