

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ANNIE KOE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

ANNIE KOE

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 seventy six dollars and thirty one cents (\$76.31).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred thirty eight dollars and fifty five cents (\$238.55).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0065, Andrew Kunnizzi Street, Fort McPherson, NT shall be terminated on January 15, 2013 and the

respondent shall vacate the premises on that date unless the rent arrears and the repair costs in the total amount of three hundred fourteen dollars and eight six cents (\$314.86) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ANNIE KOE**, 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:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ANNIE KOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 6, 2012

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Betty Firth, representing the applicant

Date of Decision: December 6, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt but the respondent received a notice from Canada Post on November 23, 2012 that an item was ready for pick up at the post office. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay rent arrears and the costs related to repair of damages and terminating the tenancy agreement unless these amounts are paid in full. The premises are subsidized public housing.

The applicant provided the tenancy agreement, tenant ledger, a work order and invoice in evidence. The ledger indicated a balance owing of \$314.86 of which \$238.55 were charges for the replacement of a broken window and the remainder rent arrears. The applicant stated that the respondent's son damaged the window which was noted on the work order.

I find the statement in order and find the respondent in breach of her obligation to pay rent and to repair damages to the rental premises. I find rent arrears of \$76.31. I find the repair costs of

\$238.55 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are paid.

An order shall issue requiring the respondent to pay the rent arrears (\$76.31) and repair costs (\$238.55) and terminating the tenancy agreement on January 15, 2013 unless these costs totalling \$314.86 are paid in full.

Hal Logsdon
Rental Officer