

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LORI KENDI**, 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 -

LORI KENDI

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 one thousand six hundred eighty seven dollars (\$1687.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of sixty one dollars and eighty three cents (\$61.83).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of extra water deliveries in the amount of one hundred twenty seven dollars and twenty cents (\$127.20).

4. Pursuant to sections 41(4)(c), 42(3)(f), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0019, Charles Koe Road, Fort McPherson, NT shall be terminated on January 15, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears, repair costs and water charges in the total amount of one thousand eight hundred seventy six dollars and three cents (\$1876.03) 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 **LORI KENDI**, 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-

LORI KENDI

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 served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises, failing to pay for extra water deliveries and failing to provide household income information. The applicant sought an order requiring the respondent to pay rent arrears, costs related to repair of damages, charges for extra water deliveries 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 invoices in evidence.

The full unsubsidized rent has been applied in November, 2012. The applicant stated that the respondent had failed to provide any income information on which to calculate a subsidized rent for that month.

The applicant stated that the water charges were for water deliveries in excess of the three deliveries per week which are included in the rent.

The applicant stated that the repair was for a door knob that was damaged by the tenant.

I find the respondent in breach of her obligations to pay rent, repair damages and pay for excess water deliveries. I find the application of the full unsubsidized rent in November, 2012 to be reasonable but note that if the respondent provides the required income information, the applicant is obligated to adjust the November rent accordingly. I find the rent arrears to be \$1687. I find the repair costs of \$61.83 to be reasonable. I find the water costs of \$127.20 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, repair costs and water costs are paid.

An order shall issue requiring the respondent to pay the rent arrears (\$1687), repair costs (\$61.83) and water costs (\$127.20) and terminating the tenancy agreement on January 15, 2013 unless all of these costs (\$1876.03) are paid in full.

Hal Logsdon
Rental Officer