

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LOUISE DELORME**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LOUISE DELORME

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order (File #10-6428) is rescinded and the respondent shall pay the applicant the lump sum balance of rent arrears and costs related to tenant damages in the amount of two thousand eight hundred eighty nine dollars and sixty six cents (\$2889.66).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 773 Bigelow Crescent, Yellowknife, NT shall be terminated on December 31, 2002 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
December, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LOUISE DELORME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant

Date of Decision: December 10, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 25, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were caused by her negligence. The applicant noted that a previous order (File #10-6428, filed on November 21, 2000) had been issued requiring the respondent to pay accumulated rent arrears and costs related to tenant damages in monthly installments and to pay future rent on time. The applicant testified that the order had been breached and provided a copy of the tenant ledger which indicated a balance of rent and tenant damage costs in the amount of \$2889.66. The applicant also testified that after the breach of the order the parties had entered into another repayment agreement but it had also been breached by the respondent. A copy of the agreement was provided in evidence.

The costs related to repairs were supported by work orders and invoices and in my opinion are reasonable. The repairs were made necessary due to the negligence of the tenant.

I find the respondent breached the tenancy agreement by failing to pay rent and by failing to repair tenant damages to the premises. I find the rent arrears and costs of repair to be \$2889.66. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Despite two arrangements for orderly payment of arrears, the arrears continue to grow.

An order shall be issued rescinding the previous order and requiring the respondent to pay the balance of rent arrears and tenant damage repair costs in the amount of \$2889.66 and terminating the tenancy agreement on December 31, 2002.

Hal Logsdon
Rental Officer