

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **ROBERTA ALGER**, 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

ROBERTA ALGER

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 three thousand two hundred forty nine dollars and twenty four cents (\$3249.24).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly payments of no less than eighty dollars (\$80.00), the first payment being due on March 1, 2003 and payable thereafter on the first day of every month until the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of February, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

ROBERTA ALGER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 20, 2003

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Hilda Gerlock, representing the applicant
Roberta Alger, respondent

Date of Decision: February 20, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless an acceptable arrangement for repayment of the arrears was made.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$3614.67.

The ledger included two debit entries for repairs to the rental premises. The applicant indicated that one for \$263.63 represented repairs which were made after a window was broken by vandalism. The respondent indicated that another entry for \$101.80 represented repairs to a door which was broken by a person trying to forcibly enter the rental premises. In my opinion, neither of these items constitute tenant damages. A tenant is responsible to repair damages caused by their negligence or the negligence of person permitted on the premises. In these two cases, the persons who did the damage were not permitted on the premises by the tenant.

The respondent did not dispute the allegations pertaining to the rent arrears. The parties agreed that \$80/month would be an appropriate monthly payment in addition to the monthly assessed rent.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount

of \$3249.24. This amount does not include the charges for the door or window repairs. The respondent may pay the rent arrears in monthly installments of at least \$80 a month which shall be paid in addition to the regular monthly assessed rent on the first of every month. The first payment shall be due on March 1, 2003. Should the respondent fail to pay the monthly rent or the arrears in accordance with this order, the applicant may file a future application seeking the lump sum payment of any balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer