

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **KEVIN MERCREDI**, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

KEVIN MERCREDI

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 four thousand three hundred ninety two dollars (\$4392.00).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of sixty nine dollars and fifty cents (\$69.50).
2. Pursuant to section 84(2) of the *Residential Tenancies Act* the respondent may pay the rent arrears and repair costs in monthly installments of no less than four hundred dollars

(\$400.00), the first installment being due on January 1, 2005, and payable thereafter, along with the rent on the first day of each month, until this order is fully satisfied.

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

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of January, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

KEVIN MERCREDI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 21, 2004

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant
Kevin Mercredi, respondent

Date of Decision: December 21, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair tenant damages to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4392. The applicant also provided a statement of repairs, including work orders indicating repair costs of \$404.06.

The respondent did not dispute the allegations pertaining to rent but testified that a broken window had been damaged by vandals and not by himself or persons that he had permitted on the premises. The repair costs for the broken window were \$334.56.

Section 42 of the *Residential Tenancies Act* sets out a tenant's responsibility to repair damage.

42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

Damage due to vandalism is clearly not the responsibility of the tenant to repair. The applicant's request for compensation for this item is denied.

The respondent stated that he would pay the rent arrears and repair costs in monthly installments

of \$400 along with the rent and the applicant agreed with the proposal and withdrew the request for termination.

I find the respondent in breach of his obligation to pay rent and to repair tenant damages to the premises. I find the rent arrears to be \$4392 and the repair costs to be \$69.50. An order shall issue requiring the respondent to pay these amounts in installments of no less than \$400/month, the first payment being due on January 1, 2005 and payable thereafter on the first day of every month, along with the rent, until this order is satisfied. The respondent is also ordered to pay future rent on time.

Should the respondent fail to pay the rent arrears and repair costs in accordance with this order or fail to pay rent on time in the future, the applicant may file an application seeking the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer