

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **MARCIE MACDONALD**, 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 -

MARCIE MACDONALD

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 seven hundred thirty six dollars (\$1736.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand one hundred seventy six dollars and ninety four cents (\$1176.94).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of fifty dollars (\$50.00), the first

payment being due on May 1, 2006, and payable thereafter on the first day of every month, along with the rent, until the rent arrears and repair costs are paid in full.

4. 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 13th day of April, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **MARCIE MACDONALD**, 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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

MARCIE MACDONALD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2006

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant
Kim McArthur, representing the applicant
Marcie MacDonald, respondent
Helen Hudson-MacDonald, witness for the respondent
Sonny MacDonald, witness for the respondent

Date of Decision: April 5, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were a result of her negligence. 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 testified that the respondent was transferred from unit RS1 to unit 37 on October 29, 1999 but the tenancy agreement remained in place. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1736. The applicant also provided a copy of the damages ledger and individual work orders which indicated repair costs in the amount of \$1245.27. Some of the repair costs related to the former premises and some were related to the current premises. The applicant testified that the damages were all the result of the tenant's negligence or the negligence of persons permitted on the premises by the tenant.

The respondent did not dispute the allegations pertaining to rent but testified that the broken toilet bowl had not been broken by her but by the serviceman who was trying to unplug the toilet. The applicant agreed to reduce the invoice by cost of materials which was \$68.33.

The respondent offered to pay the rent arrears and repair costs in monthly installments and the parties agreed that the repair costs and rent arrears could be paid in monthly installments of \$50,

along with the rent, until the rent arrears and repair costs were paid in full. The applicant withdrew the request for termination of the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises. I find the rent arrears to be \$1736 and the repair costs to be \$1176.94.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1736 and repair costs in the amount of \$1176.94. The respondent may pay monthly installments of \$50, along with the rent, until the repair costs and rent arrears are paid in full. The first payment shall be due on May 1, 2006 and payable thereafter on or before the first day of every month until the rent arrears and repair costs are paid in full.

Should the respondent fail to pay the monthly payments of arrears or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer