

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **REX GOOSE**, 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 **HOLMAN, NT**.

BETWEEN:

HOLMAN HOUSING ASSOCIATION

Applicant/Landlord

- and -

REX GOOSE

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 hundred twenty eight dollars (\$128.00).
2. 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 15th day of February, 2006.

Hal Logsdon
Rental Officer

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REX GOOSE, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

HOLMAN HOUSING ASSOCIATION

Applicant/Landlord

-and-

REX GOOSE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 13, 2006

Place of the Hearing: Holman, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: February 13, 2006

REASONS FOR DECISION

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

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for repairs of tenant damages. The applicant sought an order requiring the respondent to pay the alleged arrears and repair costs.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing as at January 3, 2006 in the amount of \$128. The applicant testified that since that date the February, 2006 rent had come due in the amount of \$32 and that rent of \$32 had been paid, bringing the balance owing to \$128.

The applicant also provided a copy of the tenant damages ledger which indicated a balance of repair charges owing in the amount of \$80.94. The applicant stated that the landlord had no work orders or other documentation to provide details of the repair. The applicant had no direct knowledge of the repairs undertaken.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$128.

Without any evidence to determine if the repairs undertaken were, in fact, caused by the tenant or

his guests, I cannot find the respondent responsible for the repair costs. The applicant's request for repair costs is therefore denied.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$128 and to pay future rent on time.

Hal Logsdon
Rental Officer