

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **RHODA KOE**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

RHODA KOE

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 two hundred sixteen dollars and eighty nine cents (\$216.89).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0079 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on September 30, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two hundred sixteen dollars and eighty nine cents (\$216.89) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of August,
2007.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

RHODA KOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 29, 2007

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Ina Arey, representing the applicant

Date of Decision: August 29, 2007

REASONS FOR DECISION

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

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were made necessary due to her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent and repair costs owing in the amount of \$216.89. The applicant also provided one work order for a call out to unlock the door for the respondent.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. Applying payments first to repair costs, I find only rent arrears in the amount of \$216.89. Although the rent arrears are relatively low, it should be noted that the respondent has not paid any rent at all since April, 2007. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$216.89 and terminating the tenancy agreement on September 30, 2007 unless that amount is paid in full.

Hal Logsdon
Rental Officer