

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ROSELLA SEWI**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ROSELLA SEWI

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 fifty nine dollars and ninety seven cents (\$159.97).
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 six hundred six dollars and seventy five cents (\$1606.75).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 4, 5009 -

47th Street, Yellowknife, NT shall be terminated on November 30, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one thousand seven hundred sixty six dollars and seventy two cents (\$1766.72) 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 15th day of October, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ROSELLA SEWI**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ROSELLA SEWI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 14, 2008**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Julie Forget, representing the applicant**

Date of Decision: **October 14, 2008**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail 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, by failing to repair damages to the rental premises and by failing to pay for a fee levied by the fire department when they were called to attend to a pot left on the stove in the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears, repair costs and fee and terminating the tenancy agreement unless the amounts are paid by November 30, 2008.

The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance owing of \$1766.72 of which \$159.97 was rent arrears, \$1029.25 was for the replacement of a damaged entrance door and \$577.50 was for a charged levied by the fire department. Invoices were also provided in evidence by the applicant. The applicant stated that a pot had been left on the stove by persons who were staying in the apartment, causing the alarm system to be activated and the fire department to attend. The applicant stated that the persons staying in the apartment were presumably permitted in the apartment by the respondent.

I find the statement in order and find rent arrears in the amount of \$159.97. I find the replacement of the entry door was necessary due to negligence of the respondent and find the repair costs

reasonable. I find the fire department fees to be the direct result of the negligence of persons permitted on the premises by the respondent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, repair costs and fee are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$159.97 and repair costs in the amount of \$1606.75. The tenancy agreement shall be terminated on November 30, 2008 unless those amounts are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

Hal Logsdon
Rental Officer