

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **DEBORAH KENDI**, 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 -

**DEBORAH KENDI**

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 seventy seven dollars (\$177.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of four hundred thirty one dollars and ninety five cents (\$431.95).
3. Pursuant to section 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 0080 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on April 24, 2009 and the

respondent shall vacate the premises on that date, unless the rent arrears, repair costs and the April, 2009 rent in the total amount of six hundred forty dollars and ninety five cents (\$640.95) 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 26th day of March, 2009.

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Hal Logsdon  
Rental Officer

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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 MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**DEBORAH KENDI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 25, 2009

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant  
Deborah Kendi, respondent

**Date of Decision:** March 25, 2009

### **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 the result of the respondent's 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 rent 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 \$709.58. The balance included rent arrears (\$145.00), charges for two broken windows (\$305.55), charges for repair of a broken door (\$132.63) and charges to repair one broken window (\$126.40). The ledger indicates that no payments have been made by the respondent since September, 2008.

The applicant stated that the March, 2009 rent of \$32 had not been posted to the ledger, bringing the current balance of rent owing to \$177. The applicant also stated that the April, 2009 rent would likely be \$32.

The respondent stated that the windows were broken by her partner but that the door was broken by her brother who forced entry to the premises. She stated that her brother was not an occupant of the premises. The respondent stated that she reported the incident to the police but no charges were laid. The respondent did not dispute the rent arrears.

Section 42 of the *Residential Tenancies Act* sets out the tenant's obligation to repair damage to the rental premises.

**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.**

When a person other than an occupant forces entry to premises, it can not be considered wilful or negligent conduct of the tenant or persons permitted on the premises by the tenant. Therefore the door repair costs of \$132.63 are denied.

I find the respondent in breach of her obligation to pay rent and her obligation to repair the broken windows. I find the rent arrears to be \$177, including the March, 2009 rent which came due on March 1, 2009. I find the repair costs of \$431.95 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$177 and repair costs of \$431.95. The order shall terminate the tenancy agreement on April 24, 2009 unless the rent arrears, repair costs and the April, 2009 rent in the total amount of \$640.95 are paid in full. I calculate that amount as follows:

Rent arrears	\$177.00
Window repair	305.55
Window repair	126.40
April rent (minimum)	<u>32.00</u>
Total	\$640.95

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer