

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

**ANNIE 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 three hundred ninety two dollars and eighty eight cents (\$392.88).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three hundred thirteen dollars and seventy four cents (\$313.74).
3. 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 0065 Andrew Kunnizzi Street,

Fort McPherson, NT shall be terminated on August 31, 2009 and the respondent shall vacate the premises on that date unless the rent arrears and repair costs in the total amount of seven hundred six dollars and sixty two cents (\$706.62) 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 4th day of August, 2009.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**ANNIE KOE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **July 30, 2009**

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

**Appearances at Hearing:**                      **Shirley Wilson, representing the applicant**

**Date of Decision:**                      **July 30, 2009**

### **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 and by failing to repair damages to the rental premises. 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 by August 31, 2009.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$706.62. Included in that balance were repair costs of \$392.88 representing repairs to a wall and the removal of garbage from the respondent's former rental unit. The respondent was transferred from unit #0032 to #0065. Work orders were provided by the applicant in evidence. The applicant testified that the work was made necessary due to the negligence of the respondent.

I find the ledger in order and 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 \$392.88. I find the repair costs of \$313.74 to be reasonable. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay rent arrears of \$392.88 and repair costs of \$313.74 and terminating the tenancy agreement on August 31, 2009 unless these amounts are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer