

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **SUE ELLEN WILSON**, 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 -

**SUE ELLEN WILSON**

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 thousand forty six dollars (\$1046.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of fifty nine dollars and forty seven cents (\$59.47).
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 0028 William George Vittrekwa 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, repair costs and

the rent for August, 2009 in the total amount of one thousand one hundred thirty seven dollars and forty seven cents (\$1137.47) 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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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**SUE ELLEN WILSON**

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**  
   **Sue Ellen Wilson, respondent**

**Date of Decision:**                      **July 30, 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 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 \$1105.47. Included in that balance were repair costs of \$59.47 representing repairs to a passage lock set. A work order was 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 \$1046. I find the repair costs of \$59.47 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. The applicant stated that the August rent would be assessed at \$32.

An order shall issue requiring the respondent to pay rent arrears of \$1046 and repair costs of \$59.47 and terminating the tenancy agreement on August 31, 2009 unless the rent arrears, repair costs and the August, 2009 rent are paid in full. 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