

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **KEVIN ST. AMAND**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

KEVIN ST. AMAND

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3), 41(4)(a) and 42(3)(e) of the *Residential Tenancies Act*, the previous order (file #20-10170, filed on September 12, 2008) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of fourteen thousand two hundred seventy three dollars (\$14,273.00) and repair costs of four hundred fifteen dollars and sixteen cents (\$415.16).
2. 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 Unit #182, Tuktoyaktuk, NT shall be terminated on October 31, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the repair costs in the total amount of

fourteen thousand six hundred eighty eight dollars and sixteen cents (\$14,688.16) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

KEVIN ST. AMAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 21, 2009

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant

Date of Decision: August 21, 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 his 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 premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and repair costs were paid promptly. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$14,273 and repair costs owing in the amount of \$415.16. The applicant stated that all the rents assessed were based on the reported household income. Work orders and invoices were also submitted in evidence detailing the damages done to the premises and the repairs undertaken by the applicant. The applicant stated that all of the repairs were made necessary due to the negligence of the tenant.

A previous order (file #20-10170, filed on September 12, 2008) required the respondent to pay rent arrears and repair costs in monthly installments of \$100 and to pay the monthly rent on time. The ledger indicates that this order has been breached.

I find the ledgers in order and find the rent arrears to be \$14,273. I find the repairs were made

necessary due to the respondent's negligence and find the repair costs of \$415.16 to be reasonable. In my opinion, there are sufficient grounds to rescind the previous order, require the payment of the balance and terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid. The applicant suggested that the respondent be permitted to October 31, 2009 to pay the balance of \$14,688.16.

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant rent arrears of \$14,273 and repair costs of \$415.16 and terminating the tenancy agreement on October 31, 2009 unless those amounts are paid in full.

Hal Logsdon
Rental Officer