

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

ANDREW STEWART

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one hundred forty one dollars and sixty two cents (\$141.62).
2. Pursuant to section 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0013 Edward Snowshoe Street, Fort McPherson, NT, shall be terminated on August 31, 2009 and the respondent shall vacate the premises on that date unless the repair costs are paid in full.

3. 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 13th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ANDREW STEWART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 13, 2009

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: August 13, 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 on time and by failing to repair damages to the premises which were caused by his negligence. The applicant sought an order requiring the respondent to pay the repair costs, to pay future rent on time and terminating the tenancy agreement between the parties unless the repair costs were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of repair costs owing in the amount of \$141.62. A work order and invoice for the repairs was provided in evidence which indicated that the repairs were for a broken door and were caused by tenant negligence. Since the application was made, the rent arrears have been paid in full.

I find the ledger in order and find the respondent in breach of his obligation to repair damages to the rental premises and his obligation to pay rent on the days it is due. I find the repair costs of \$141.62 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant repair costs of \$141.62 and

terminating the tenancy agreement on August 31, 2009 unless the repair costs are paid in full.

The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer