

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY** Applicant,  
and **PHILLIP DENETHLON AND ROBERTA ALGER**, Respondents;

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 SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**PHILLIP DENETHLON AND ROBERTA ALGER**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven hundred sixty four dollars (\$764.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of fifty dollars and twenty five cents (\$50.25).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents shall pay the rent arrears and repair costs in monthly installments of three hundred dollars (\$300.00) payable on the last day of every month until the rent arrears and repair costs are paid in

full. The first payment shall be due on December 31, 2009.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of December, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**PHILLIP DENETHLON AND ROBERTA ALGER**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 8, 2009

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

**Appearances at Hearing:** Hilda Gerlock, representing the applicant  
Karen Douglas, representing the applicant  
Roberta Alger, respondent

**Date of Decision:** December 8, 2009

### **REASONS FOR DECISION**

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent arrears and repair costs were promptly paid.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$764 and a balance of repair costs owing in the amount of \$50.25. The applicant stated that the repairs were necessary due to damage to the wall surfaces.

The respondent did not dispute the allegations and stated that she would be able to pay the monthly rent on time and pay an additional \$300/month toward the rent arrears and repair costs. The applicant agreed to an order requiring the respondents to pay the rent arrears and repair costs in this manner.

I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises. I find the rent arrears to be \$764 and the remaining repair costs to be \$50.25.

An order shall issue requiring the respondents to pay the rent arrears in the amount of \$764 and repair costs in the amount of \$50.25. The respondents shall be ordered to pay the monthly rent on

time and to pay the rent arrears and repair costs in monthly installments of \$300, payable on the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on December 31, 2009.

Should the respondents fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

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

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Hal Logsdon  
Rental Officer