

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY** Applicant,
and **KURT GROSSETETE**, 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

KURT GROSSETETE

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 five thousand three hundred three dollars (\$5303.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of sixty dollars and twenty five cents (\$60.25).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears and repair costs in monthly installments of one hundred dollars (\$100.00)

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 respondent shall pay future rent on time.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **KURT GROSSETETE**, 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.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

KURT GROSSETETE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 8, 2009

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Karen Douglas, representing the applicant
Kurt Grossetete, respondent

Date of Decision: December 8, 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 promptly paid.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$5303 and a balance of repair costs owing in the amount of \$60.25. The applicant stated that the repairs were necessary due to damage to the wall surfaces. The applicant sought full payment of the amounts by February 28, 2010.

The respondent did not dispute the allegations and stated that he did not think he would be able to pay the full amount owing by February 28, 2010 but would be able to pay the monthly rent on time and pay an additional \$100/month toward the rent arrears and repair costs. The applicant agreed to an order requiring the respondent to pay the rent arrears and repair costs in this manner.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the rental premises. I find the rent arrears to be \$5303 and the remaining repair costs to be \$60.25.

An order shall issue requiring the respondent to pay the rent arrears in the amount of \$5303 and

repair costs in the amount of \$60.25. The respondent shall be ordered to pay the monthly rent on time and to pay the rent arrears and repair costs in monthly installments of \$100, 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 respondent 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.

Hal Logsdon
Rental Officer