

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
FRANK ELEMIE JR., 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 **DELINE, NT.**

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

FRANK ELEMIE JR.

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 six thousand seven hundred seventy dollars (\$6770.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs to repair tenant damages in the amount of two thousand six hundred fifty dollars (\$2650.00).
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 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of December, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRANK ELEMIE JR.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 25, 2009

Place of the Hearing: Deline, NT

Appearances at Hearing: Phebie Kenny, representing the applicant
Frank Elemie Jr., respondent

Date of Decision: November 25, 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 which were caused by his negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$6770. All of the rent assessed has been calculated based on the respondent's household income.

The applicant testified that the respondent had broken windows in the senior citizen's facility and the costs of repair were \$1440. The senior citizen's facility is part of the applicant's social housing portfolio. The applicant also testified that the respondent had broken windows in his own home which cost \$1210 to repair.

The respondent did not dispute the allegations.

The parties agreed that the rent arrears and repair costs could be paid in monthly payments of \$300 in addition to the monthly assessed rent. The applicant withdrew the request to terminate the tenancy agreement in favour of a order reflecting their agreement.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the rental premises which were caused by his wilful or negligent action. I find the rent arrears to be \$6770. I find the repair costs of \$2650 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6770 and repair costs of \$2650. The respondent shall pay the rent arrears and repair costs in monthly installments of no less than \$300 due 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. The respondent shall also pay the monthly rent on time in the future.

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

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

Hal Logsdon
Rental Officer