

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **STEPHANIE MACCAULEY AND JOSEPH AYAH**, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

STEPHANIE MACCAULEY AND JOSEPH AYAH

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 five thousand nine hundred forty six dollars (\$5946.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one hundred forty nine dollars and ninety four cents (\$149.94).
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 two hundred dollars (\$200.00)

payable on the fifteenth day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on January 15, 2010.

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 22nd day of January, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **STEPHANIE MACCAULEY AND JOSEPH AYAH**, 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.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

STEPHANIE MACCAULEY AND JOSEPH AYAH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 14, 2010

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant
Stephanie MacCauley, respondent
Joseph Ayah, respondent

Date of Decision: January 14, 2010

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. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$6095.94. Included in that amount were charges for repairs to the premises in the amount of \$149.94. The applicant testified that the repairs were for a broken window.

The respondents did not dispute the allegations and acknowledged that the window was broken by a person they permitted to enter the premises. The respondents indicated that they would be able to pay the monthly rent plus an additional \$200/month.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises. I find the repair costs reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5946 and repair costs of \$149.94. The rent arrears and repair costs shall be paid in monthly installments of \$200 payable on the 15th of every month until the rent arrears and repair costs are paid in full.

The first payment shall be due on January 15, 2010. The respondents are also ordered to pay the

monthly rent on time.

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