

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **MYRNA VANELTSI AND GORDON COLIN**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

MYRNA VANELTSI AND GORDON COLIN

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 thirty three dollars and seventy two cents (\$33.72).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of four hundred forty four dollars and thirty six cents (\$444.36).
3. Pursuant to section 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0115 Edward

Snowshoe Street, Fort McPherson, NT shall be terminated on March 15, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears and repair costs in the amount of four hundred seventy eight dollars and eight cents (\$478.08) are paid in full

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of February, 2010.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

MYRNA VANELTSI AND GORDON COLIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 18, 2010

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Myrna Vaneltsi, respondent

Date of Decision: February 18, 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 and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing of \$33.72 and a balance of repair costs owing of \$444.36. Work orders and invoices were provided in evidence which showed the details of the repair work performed and itemized costs. The applicant testified that the repair work was made necessary due to the negligence of the respondents or persons they permitted in the premises.

The respondent did not dispute the allegations and stated that they could pay the rent arrears and repair costs by March 15, 2010. The applicant agreed to continue the tenancy agreement provided the rent arrears and repair costs were paid by that date.

I find the ledger in order and find rent arrears of \$33.72. I find the repairs were made necessary due to the negligence of the respondents and find the repair costs reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement on March 15, 2010 unless the rent arrears and repair costs are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$33.72 and repair costs of \$444.36 and terminating the tenancy agreement on March 15, 2010 unless those amounts are paid in full.

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

Hal Logsdon
Rental Officer