

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **AINSLEY KLENGENBERG**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

AINSLEY KLENGENBERG

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 eight hundred twenty nine dollars (\$829.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 16, 5023 48th Street, Yellowknife, NT shall be terminated on March 31, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.
3. Pursuant to section 4(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 March,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

AINSLEY KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 3, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Ainsley Klengenberg, respondent

Date of Decision: March 3, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1725.91. Included in that balance was a charge of \$896.91 for the repair of a broken window. The monthly rent for the premises is \$1375.

The respondent stated that the window was broken by her former partner. She stated that she had not permitted him in the premises and that the window was broken from the outside. She stated that she had reported the incident to the police and the landlord. The respondent did not dispute the rent arrears.

Section 42 of the *Residential Tenancies Act* sets out the tenant's obligation to repair damages to the premises.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

The evidence indicates that the person who broke the window was neither the tenant nor a person permitted on the premises by the tenant. Therefore the broken window can not be considered tenant damage and relief for the repair costs must be denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$829 calculated as follows:

Balance as per ledger	\$1725.91
less repair costs	<u>(896.91)</u>
Rent arrears	\$829.00

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$829 and terminating the tenancy agreement on March 31, 2010 unless those arrears are paid in full. Should the tenancy continue the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer