

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CHANTAL ALEXI**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

CHANTAL ALEXI

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 two thousand five hundred eleven dollars and eighty six cents (\$2511.86).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred seventy eight dollars and ninety eight cents (\$278.98).
3. 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 0132 Harriet Stewart Avenue,

Fort McPherson, NT shall be terminated on May 15, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of two thousand seven hundred ninety dollars and eighty four cents (\$2790.84) are paid in full.

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 27th day of April, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CHANTAL ALEXI**, 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 MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

CHANTAL ALEXI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2010

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: April 27, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2511.86 and outstanding repair costs of \$278.98. The applicant also provided copies of work orders which provided details of the repair work performed and itemised costs. The work consisted of repairs to damaged doors and door hardware.

The full unsubsidized rent of \$1553 was applied in the month of March, 2010. The applicant provided a letter from the subsidy agent noting that the respondent had failed to provide any income information on which to calculate a subsidized rent for that month.

I find the tenant ledger to be in order and find rent arrears of \$2511.86. I find the application of the full unsubsidized rent to be reasonable but note that if the respondent reports her income in

accordance with the tenancy agreement, the rent must be adjusted to the household income as necessary. I find the repair costs of \$278.98 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2511.86 and repair costs of \$278.98. The order shall terminate the tenancy agreement on May 15, 2010 unless those amounts are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer