

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **DEBORAH KENDI**, 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 -

DEBORAH KENDI

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 hundred forty three dollars and two cents (\$243.02).
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 0080 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on April 30, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two hundred forty three dollars and two cents (\$243.02) are paid in full.

3. 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 7th day of May,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **DEBORAH KENDI**, 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-

DEBORAH KENDI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2010

Place of the Hearing: Fort McPherson, NT by teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Deborah Kendi, respondent (by telephone from Inuvik)

Date of Decision: April 20, 2010

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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless those amounts were paid in full. 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 \$264 and a balance of repair costs in the amount of \$309.76. The repair costs relate to three broken windows which cost \$330.74 to repair. A work order and invoice were provided in evidence and provided detail of the work performed and materials used.

The respondent did not dispute the rent arrears but testified that the windows were broken by vandalism and not by herself or persons she had permitted in the premises. The notation on the work order appears to support her testimony.

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

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 does not support the allegation of the landlord that the repairs were made necessary

due to the tenant's negligent act or any act of persons she permitted in the premises. Therefore the costs of repairs in the amount of \$330.74 are denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$243.02 calculated as follows:

Balance of rent arrears and repair costs as per ledger	\$573.76
Less cost of window repair	<u>(330.74)</u>
Rent arrears owing applicant	\$243.02

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears of \$243.02 and terminating the tenancy agreement on April 30, 2010 unless those arrears are paid in full. Should the tenancy agreement 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