

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **KELVIN KOE AND ROBERTA KOE**, 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 -

**KELVIN KOE AND ROBERTA KOE**

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 one thousand three hundred twenty five dollars and forty nine cents (\$1325.49).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of eighty three dollars and twenty four cents (\$83.24).
3. Pursuant to sections 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 0009 Geeva Inn Street,

Fort McPherson, NT shall be terminated on July 15, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one thousand four hundred eight dollars and seventy three cents (\$1408.73) are paid in full.

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 29th day of June, 2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**KELVIN KOE AND ROBERTA KOE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 29, 2010

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** June 29, 2010

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents did not appear at the hearing and the hearing was held in their absence.

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 unless the rent arrears and repair costs were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1325.49 and repair costs of \$83.24. The applicant provided work orders and an invoice detailing the work performed and the itemised costs. The work included the replacement of a damaged garbage bin and the replacement of a broken door knob.

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 rent arrears to be \$1325.49 and the repair costs of \$83.24 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 respondents to pay the applicant rent arrears of \$1325.49 and

repair costs of \$83.24 and terminating the tenancy agreement on July 15, 2010 unless those amounts are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer