

IN THE MATTER between **FORT MCPHERSON HOUSING AUTHORITY**,  
Applicant, and **ANNIE KOE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

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 -

**ANNIE KOE**

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 three hundred seventy one dollars and eighty eight cents (\$371.88).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of four hundred fifty four dollars and forty four cents (\$454.44).
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 0064 Andrew Kunnizzi

Street, Fort McPherson, NT shall be terminated on October 31, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of eight hundred twenty six dollars and thirty two cents (\$826.32) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **ANNIE KOE**, 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-

**ANNIE KOE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 5, 2010**

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

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

**Date of Decision:**                      **October 5, 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 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 \$371.88 and repair costs of \$454.44. The applicant also provided work orders and invoices in evidence which provided details of the repair work performed and the cost and testified that the work was made necessary due to the negligence of the respondent.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$371.88. I also find the respondent in breach of her obligation to repair damages to the premises and find the repair costs of \$454.44 to be reasonable. In my opinion, there are reasonable grounds to terminate the tenancy agreement unless the rent arrears and repair costs are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$371.88 and repair costs of \$454.44. The order shall terminate the tenancy agreement on October 31, 2010 unless the rent arrears and repair costs totalling \$826.32 are paid in full. A previous order requires the respondent to pay future rent on time. That order remains in effect.

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Hal Logsdon  
Rental Officer