

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **DOROTHY CHARLIE**, 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 -

DOROTHY CHARLIE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of seventy four dollars and seventy five cents (\$74.75).
2. 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 31st day of October,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **DOROTHY CHARLIE**, 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-

DOROTHY CHARLIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 6, 2011**

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Shirley Wilson, representing the applicant
Dorothy Charlie, respondent

Date of Decision: **October 6, 2011**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on time and failing to pay for the repair of damages to the premises. The applicant stated that since the application was filed the respondent had paid all of the rent arrears and all of the repair costs except \$74.75. The applicant withdrew their request to terminate the tenancy agreement and sought only an order to pay the balance of the repair costs and to pay future rent on time. The premises are subsidized public housing.

The applicant provided work orders outlining the repairs undertaken and the detailed cost of repair. The applicant also provided a ledger indicating the balance of repair costs remaining as \$74.75. The applicant stated that all of the repairs were made necessary due to the tenant's negligence.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay the rent on the days it is due and her obligation to pay for repair costs. I find the repair costs to be reasonable and the balance owing to be \$74.75. An order shall issue requiring the respondent to pay the applicant repair costs of \$74.75 and to pay future rent on time.

Hal Logsdon
Rental Officer