

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CHELSEY NERYSOO**, 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 -

CHELSEY NERYSOO

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 sixty six dollars (\$66.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of fifty four dollars and eight cents (\$54.08).
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 0078 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on February 29, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears and the repair costs in the total

amount of one hundred twenty dollars and eight cents (\$120.08) 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 17th day of February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CHELSEY NERYSOO**, 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-

CHELSEY NERYSOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 17, 2012

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Shirley Wilson, representing the applicant
Chelsey Nerysoo, respondent

Date of Decision: February 17, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to repair damages to the 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 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 of \$66 and repair costs of \$142.32. Two work orders were also provided in evidence outlining door repairs. One repair was made in August, 2011 and the respondent was billed \$88.24. The second repair was made in November, 2011 and the tenant was billed \$54.08.

The respondent stated that the August damage to the door was the result of someone trying to break into the house while she was away. She stated that she reported it to the police but no charges were laid. In my opinion this does not constitute tenant damage and the applicant's request for relief is denied. The respondent stated that she kicked the door to open it in November because it was frozen. In my opinion, this is tenant damage. I find the repair costs of \$54.08 to be reasonable. The respondent did not dispute the rent arrears.

I find the respondent in breach of her obligation to pay rent and her obligation to repair the November damages to the door. In my opinion, there are sufficient grounds to terminate the

tenancy agreement unless the rent arrears and the repair costs are promptly paid. Although the amounts are relatively small, the rent arrears represent over two months of rent and the ledger indicates that the respondent paid no rent whatsoever between June, 2011 and January, 2012.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$66 and repair costs of \$54.08 and terminating the tenancy agreement on February 29, 2012 unless those amounts are paid in full. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer