

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 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 -

**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 eight hundred ninety dollars and thirty eight cents (\$890.38).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one hundred thirteen dollars and sixty cents (\$113.60).
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 0080 Edward

Snowshoe Street, Fort McPherson, NT shall be terminated on June 30, 2012 and the respondent shall vacate the premises on that day unless the rent arrears and repair costs in the total amount of one thousand three dollars and ninety eight cents (\$1003.98) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of May, 2012.

---

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:** May 15, 2012

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

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

**Date of Decision:** May 15, 2012

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail. The respondent failed to appear at the hearing and the hearing was held in her absence. At the time of the hearing there was no confirmation that the notice had been received, however the applicant indicated that the respondent was still in possession of the premises. In my opinion, it is not unreasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*.

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, pay for repair costs and terminating the tenancy agreement unless those amounts were paid in full. The premises are subsidized public housing.

The applicant provided a statement of account in evidence that indicated a balance owing of \$1003.98. The applicant stated that of this amount, \$890.38 represented rent arrears, \$50 was for a call out to open a door and \$63.60 represented repair costs for a broken window. The applicant stated that the window was broken due to the tenant's negligence or by a person the tenant permitted in the premises.

I find the statement in order and find rent arrears of \$890.38. I find the window repair and lock-out costs to be reasonable and find the balance of repair costs owing to be \$113.60. In my

opinion, there are sufficient 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 \$890.38 and repair costs of \$113.60 and terminating the tenancy agreement on June 30, 2012 unless those amounts are paid in full.

---

Hal Logsdon  
Rental Officer