

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **SUE ELLEN WILSON**, 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 -

SUE ELLEN WILSON

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 four dollars (\$64.00).
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 thirty one dollars and eighty cents (\$131.80).
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 0028 William George Vittrekwa 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 hundred ninety five dollars and eighty cents (\$195.80) 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 **SUE ELLEN WILSON**, 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-

SUE ELLEN WILSON

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 a previous notice for an earlier hearing was sent to the same address and confirmed delivered. Given that the respondent appears to receive mail at that address, 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, a work order and an invoice for repairs in evidence. The statement indicated a balance owing of \$195.80. The applicant stated that of this amount, \$64 represented rent arrears and \$131.80 represented the balance of 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 \$64. This represents two months of rent in

arrears. I find the window repair costs to be reasonable and find the balance owing to be \$131.80.

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 \$64 and repair costs of \$131.80 and terminating the tenancy agreement on June 30, 2012 unless those amounts are paid in full.

Hal Logsdon
Rental Officer