

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **PATRICIA CASAWAY**, 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, regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

PATRICIA CASAWAY

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 six hundred thirty dollars (\$630.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair related to tenant damages to the rental premises in the amount of one hundred fifty eight dollars and sixty one cents (\$158.61).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #206, 46 Woodland Drive, Hay

River, NT shall be terminated on February 28, 2002 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **PATRICIA CASAWAY**, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

PATRICIA CASAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2002

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Marilyn Lea, representing the applicant

Date of Decision: February 8, 2002

REASONS FOR DECISION

The respondent was served with a notice of attendance on February 2, 2001 but failed to appear at the hearing. 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 caused by her negligence. The applicant sought an order requiring the respondent to pay alleged rent arrears, costs of repair related to the alleged tenant damages and termination of the tenancy agreement.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing as at November 30, 2001 in the amount of \$766. The applicant testified that since that time, the rent for December had become due (\$367), the rent for January had become due (\$32) and a payment of \$200 had been received on January 15, 2002 in the amount of \$200, bringing the balance owing to \$965.

The applicant also provided a copy of the tenant damage ledger which indicated a balance of \$133.61 as at August 8, 2002. The applicant testified that since that date one additional charge of \$25 had been made for a lock change and that no payments had been received, bringing the balance owing to \$158.61. The applicant testified that the repairs were made necessary due to the respondent's negligence and provided copies of the work orders which indicated the costs and details of the work.

The applicant also indicated that the respondent had reported that she had lost her employment. The respondent was instructed to provide her separation slip, at which time the rent for December would be adjusted from \$367 to \$32.

Although the respondent failed to appear at the hearing, she had delivered to the hearing a letter which explained that she had been experiencing "financial difficulty" and requested 8-12 months in which to repay the arrears.

A previous order was filed by a rental officer on May 10, 2001 requiring the respondent to pay the applicant rent arrears of \$53 and terminating the tenancy agreement on May 31, 2001 unless the arrears were paid in full. It appears that the order was satisfied.

In the matter of rent, I find the rent arrears to be \$630. In my opinion, the respondent has complied with the requirements of article 6 of the tenancy agreement by notifying the landlord of her change in income. Consequently I believe the rent for December, 2001 should properly be adjusted to \$32 bringing the balance owing to \$630.

In the matter of the repair costs, I find the repairs to be the result of tenant negligence and find the costs reasonable. I find the costs to be \$158.61.

The rent ledger indicates that no payments of rent were made by the respondent between August 10, 2001 and January 15, 2002. The applicant served a notice of termination on the respondent

on December 21, 2001 which appears to have prompted the respondent to pay \$200 in mid-January. Despite the previous legal action taken against the respondent and numerous notices, it does not appear that the respondent is willing to pay her rent on a regular basis. In my opinion, her written appeal for 8-10 months to pay the arrears is unreasonable. The rent in public housing is based on income. Despite "financial difficulties" the rent should be within the means of every tenant. I find no valid excuse for failure to pay rent for such a long period of time. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$630 and costs of tenant damages in the amount of \$158.61. The tenancy agreement between the parties shall be terminated on February 28, 2002 and the respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer