

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **LINDA CHOCOLATE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

- and -

**LINDA CHOCOLATE**

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 two thousand twenty one dollars and sixteen cents (\$2021.16).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of six hundred eighteen dollars and seventy seven cents (\$618.77).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of September, 2002.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **LINDA CHOCOLATE**, 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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

-and-

**LINDA CHOCOLATE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 10, 2002

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Kate Wilson, representing the applicant  
Sophie Dennis, representing the respondent (August 13, 2002)

**Date of Decision:** September 13, 2002

**REASONS FOR DECISION**

This matter was originally scheduled to be heard on August 13, 2002. At that hearing both parties requested adjournment and the rental officer adjourned the matter to September 10, 2002, advising both parties of the time and location of the hearing. Neither the respondent or the respondent's representative appeared at the continuation of the hearing on September 10, 2002 and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on or about July 31, 2002 when the respondent vacated the rental premises after giving written notice. The applicant alleged that the respondent had failed to pay the full amount of rent owing to July 31, 2002 and sought an order requiring the respondent to pay the alleged rent arrears. The applicant provided a statement which indicated rental arrears in the amount of \$2021.16.

The applicant also testified that the patio door had been broken during the tenancy and repaired at a cost of \$538.77. The applicant testified that the door was broken by the father of the respondent who was trying to gain entry to the premises. The respondents father was staying with the respondent when the incident occurred and was authorized to do so by the landlord. The residential complex is operated as transitional housing and security arrangements require prior authorization of guests. The applicant also sought the payment of carpet cleaning costs of \$80 which were paid on behalf of the respondent during the tenancy.

I find the rent statement in order and find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2021.16. In my opinion, the damages done by the respondent's father must be considered damages done by the respondent. The respondent's father was staying with her at the time and the act was clearly one of negligence and not forced entry. In my opinion the cleaning of the carpet was also made necessary by the negligence of the respondent.

An order shall be issued for the respondent to pay the applicant rent arrears and costs related to the repair of tenant damages to the premises in the amount of \$2639.93.

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Hal Logsdon  
Rental Officer