

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
FLORENCE THRASHER, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

FLORENCE THRASHER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order between the parties (File #20-6265) is rescinded.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five hundred sixty two dollars (\$562.00).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to tenant damages to the rental premises in the amount of three thousand seven hundred sixteen dollars and sixty two cents (\$3716.62).

4. Pursuant to sections 42(3)(f) and 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as MB48, 9 Dolphin Street, Inuvik, NT shall be terminated on January 31, 2002, and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of January, 2002.

Hal Logsdon
Rental Officer

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FLORENCE THRASHER, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

FLORENCE THRASHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Florence Thrasher, respondent

Date of Decision: January 9, 2002

REASONS FOR DECISION

The respondent indicated that she was now using the surname Thrasher. The order shall therefore be made in that name of the respondent.

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 which were the result of the respondent's negligence. The applicant provided copies of the tenant rent ledger which indicated rent arrears in the amount of \$562. The applicant also provided copies of the tenant damage ledger which indicated a balance of repair costs unpaid by the respondent in the amount of \$3716.62. The applicant indicated that the repairs were made necessary due to the tenant's negligence or the negligence of persons permitted on the premises by the tenant.

A previous order was filed by a rental officer on September 18, 2000, requiring the respondent to pay rent arrears of \$32 and costs of repair in the amount of \$968.75 and permitting the respondent to pay in monthly installments of no less than \$50 until the debt was paid. The order also required the respondent to pay all future rent on time.

The respondent did not dispute the allegations but indicated that the repeated damages were caused primarily by her teenage sons. She stated that she believed she now had control of the situation and that no further damages would occur. The applicant indicated that they had been conducting regular inspections of the premises and that no significant damages had been noted since the last charges had been invoiced in August, 2001.

The ledger indicates that the respondent failed to adhere to the order filed in September, 2000. The respondent failed to pay the assessed rent or the additional \$50 toward the arrears and repair costs every month, following the issuance of the order. More disturbing, the tenant continued to damage the premises. Since the issuance of the order, additional repair costs in excess of \$3300 have accumulated while the respondent has paid only \$571 toward the previous damage charges.

In my opinion, given the continued tenant damage the premises, there are sufficient grounds to terminate the tenancy agreement. While I have considered the fact that the incidences of damage appear to have abated, I am not confident, given the record of damage over the past 14 months, that the trend of damage will not continue. The landlord, a social housing provider, can ill afford to absorb such costs, when so many families are in need of housing.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair damages to the rental premises which were the result of her negligence. I find the outstanding arrears to be \$562 and the repair costs to be \$3716.62. The previous order, permitting scheduled payment is rescinded and an order shall be issued for the respondent to pay the applicant rent arrears and repair costs in the amount of \$4278.62 and terminating the tenancy agreement between the parties on January 31, 2002.

Hal Logsdon
Rental Officer