

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **BERNICE ISAIAH**, 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 **FORT SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**BERNICE ISAIAH**

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 one thousand ninety seven dollars and thirty four cents (\$1097.34).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of four thousand eight hundred eleven dollars and fifty six cents (\$4811.56).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the

rent arrears and costs of repair in monthly payments of no less than two hundred twenty five dollars (\$225.00), the first payment being due on March 1, 2003 and thereafter payable on the first day of every month until the rent arrears and costs of repair are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of February, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**BERNICE ISAIAH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 20, 2003

**Place of the Hearing:** Fort Simpson, NT

**Appearances at Hearing:** Hilda Gerlock, representing the applicant  
Bernice Isaiah, respondent

**Date of Decision:** February 25, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of her negligence. The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$1097.34 and costs related to the repair of tenant damages in the amount of \$6317.37. The applicant sought an order requiring the respondent to pay the amounts and terminating the tenancy agreement unless a suitable arrangement for payment was made.

The applicant provided copies of work orders and invoices documenting the specific repairs which were undertaken. The applicant testified that the premises were renovated in 1997 which included the complete interior painting of the unit. The applicant testified that by 2001 the condition rating of the unit had decreased to 63%, primarily due to severe tenant damages.

The respondent did not dispute the allegations pertaining to rent arrears but questioned why she had to pay such a large amount for painting the premises since it had not been painted in a number of years. She questioned why the work was undertaken by a contractor rather than permitting her to do the work herself. The applicant noted that the respondent was credited \$463.71 against the costs of painting and therefore did not pay for the entire cost. She also noted that there was a significant amount of patching required prior to painting.

I note from the work orders that there had been significant damage to doors and windows in the premises. Although the applicant offered no evidence other than testimony as to the condition of the walls, the severe damage to the interior doors lends credence to her testimony that the walls required considerable patching prior to painting. Notwithstanding the condition of the walls the paint was four years old and rental premises usually require interior painting every five years. In my opinion, the respondent should only have to pay for one-fifth of the painting. Taking into consideration the credit of \$463.71 which has already been applied, a further reduction of \$1505.81 is reasonable.

I also note that work order #212 for \$30.03 represents repair of damages caused by vandalism. This appears to have been offset by a credit and no further adjustment is necessary.

The parties agreed that monthly payments of at least \$225 in addition to the regular monthly assessed rent were reasonable.

I find the respondent 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 rent arrears to be \$1097.34 and reasonable costs of repair to be \$4811.56. An order shall be issued requiring the respondent to pay the applicant the rent arrears and costs in monthly payments of no less than \$225, the first payment becoming due on March 1, 2003 and payable thereafter on the first day of every month along with the full amount of the regular assessed rent.

Should the respondent fail to pay rent or the arrears in accordance with this order, the applicant may make a future application seeking the lump sum payment of the remaining balance and/or termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer