

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
BRENDA BERNHARDT-MACNABB, 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 -

BRENDA BERNHARDT-MACNABB

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 seventy dollars and thirty three cents (\$670.33).
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 in the amount of three hundred thirty dollars and seventeen cents (\$330.17).
3. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to repair tenant damages by making the necessary repairs to

damaged interior doors, damaged window frames and screens and damaged wall surfaces in the rental premises.

4. Pursuant to sections 41(4)(c) and 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as MB49, 22 Mackenzie Road, Inuvik, NT shall be terminated on October 31, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears and costs of repair in the amount of one thousand dollars and fifty cents (\$1000.50) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of October, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

BRENDA BERNHARDT-MACNABB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 2, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Diana Tingmiak, representing the applicant
Brenda Bernhardt-MacNabb, respondent

Date of Decision: October 2, 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 caused by her negligence. The applicant provided a statement of account which indicated a balance of rent arrears in the amount of \$670.33 and a balance of charges for repairs of tenant damages in the amount of \$330.17. The applicant sought an order requiring the respondent to pay those amounts and terminating the tenancy agreement between the parties.

The applicant testified that inspections of the premises indicated that the premises had suffered additional damage and that the respondent had failed to maintain the premises in a reasonable state of cleanliness.

The respondent did not dispute the charges for rent or previous repairs but stated that she had repaired the premises. She stated that she was now employed full time and could pay the arrears promptly.

The rental officer adjourned the hearing and inspected the premises with the parties. There was evidence that damage to the walls had been repaired although the workmanship in several areas was not particularly good. Some unrepaired damage to walls was noted and some patched areas required painting. Several interior doors were damaged. Several awning window frames were damaged and failed to shut properly. Screens were missing or damaged on most windows. One

window pane was cracked but it does not appear to be caused by negligence. In my opinion, there is no breach of the tenant's obligation to maintain the premises in a reasonable state of cleanliness.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair damages which were caused by the tenant's negligence. I find the repair costs incurred by the applicant to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and costs of repair are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and costs of repair of tenant damages in the amount of \$1000.50 and terminating the tenancy agreement on October 31, 2003 unless those amounts are paid in full. The order shall also require the respondent to make the remaining repairs to walls, windows and interior doors.

Hal Logsdon
Rental Officer