

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KATE MCLEOD**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

KATE MCLEOD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(f) and 57(b) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2036 Sissons Court, Yellowknife, NT shall be terminated on February 29, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KATE MCLEOD**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

KATE MCLEOD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Kate McLeod, respondent (by telephone)

Date of Decision: January 16, 2004

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 rental premises. The applicant also alleged that the respondent, a tenant of subsidized public housing, no longer met the eligibility requirements of the program due to her family size. The applicant sought an order requiring the respondent to pay alleged rent arrears and costs of repair and termination of the tenancy agreement between the parties.

The applicant provided a statement dated January 12, 2004 which indicated a balance owing in the amount of \$1804.91. The applicant also submitted detail of five charges for damages which she indicated had been posted to the statement. Of the five, four related to the repair of damages involved in one incident in August, 2003 where windows and the entry door were broken. The other related to a lock change. The total of the damage charges was \$2155.91.

The applicant testified that there were other damages to the premises which had not been repaired and submitted a list of alleged tenant damages which had not been repaired by the tenant or the landlord.

The applicant stated that the respondent had not had custody of her children for a year and occupied a three bedroom unit. The applicant stated that her eligibility was restricted to a one bedroom unit and that the landlord had no one bedroom units in the inventory.

The applicant also alleged that the applicant had been working and had not reported employment income.

The respondent testified that the four charges for repairs related to the August, 2003 incident were not caused by her. She testified that a man and his girlfriend had been in the premises but that she made him leave when he became abusive. He returned later and kicked the door in and broke three windows. The applicant stated that she believed the windows were broken from the inside and were the result of damage done by a person that the tenant permitted in the apartment.

The applicant indicated that the following repairs were related to that incident:

\$320.39	dated September 29/03
\$29.82	dated October 09/03
\$1197.52	dated October 23/03
<u>\$541.09</u>	<u>dated November 14/03</u>
\$2088.82	

In my opinion, there is not sufficient evidence to conclude that the damages were done by the tenant or a person permitted on the premises by the tenant. The applicant's request for an order requiring the respondent to pay repair costs and rent arrears in the amount of \$1804.91 is denied.

The applicant did not dispute the allegations that numerous other damages to the premises had been caused by her negligence. The costs of these repairs is likely to be substantial. In my opinion, the failure of the respondent to repair these items is a significant breach of the tenancy agreement and is grounds to consider termination of the agreement.

The respondent acknowledged that she had not had custody of her children and gave no indication that she would regain custody in the near future. She no longer meets the eligibility requirement to occupy a 3 bedroom unit and the landlord only provides family housing. In my opinion, these circumstances also warrant termination of the tenancy agreement.

The applicant provided a declaration of household income dated November 14, 2003 assessing the respondent's rent at \$397/month. This does not support the applicant's testimony that income has not been declared since July, 2003. I do not find sufficient evidence to support the allegation that the respondent has failed to report income in accordance with the tenancy agreement.

In my opinion, the respondent should be given some time to find alternate accommodation. A reasonable date to terminate the tenancy agreement is February 29, 2004. An order shall issue terminating the tenancy agreement on February 29, 2004 and the respondent shall vacate the premises on or before that date.

Hal Logsdon
Rental Officer