

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SHERRY GRAHAM**, 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 -

**SHERRY GRAHAM**

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 four thousand seven hundred seventy dollars (\$4770.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of six hundred seven dollars and sixty two cents (\$607.62).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as 742 Bigelow Crescent,

Yellowknife, NT shall be terminated on December 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of five thousand three hundred seventy seven dollars and sixty two cents (\$5377.62) are paid in full and the respondent has complied with her obligation to report the household income in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SHERRY GRAHAM**, 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-

**SHERRY GRAHAM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2006

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

**Appearances at Hearing:** Julie Forget, representing the applicant

**Date of Decision:** November 30, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and failing to provide the household income information required by the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$4770. The full unsubsidized rent of \$1337 has been charged for the months of October and November, 2006. The applicant stated that the full rent was applied because the respondent failed to provide any income information to the landlord or to the Department of Education, Culture and Employment (ECE) on which to calculate a rent based on income. The applicant provided a memo from ECE in evidence stating that no income information had been received.

The statement of account also indicates repair costs in the amount of \$607.62. An invoice indicates that two windows were repaired. The applicant testified that the repairs were made necessary due to the negligence of the respondent or persons permitted in the premises by the

respondent.

Section 6 of the written tenancy agreement between the parties obligates the tenant to provide the landlord with an accurate report of the household income.

**Tenant's Income**

The Tenant promises to provide the Landlord with an accurate report of the Tenant's income and the income of all of the residents of the premises and shall notify the Landlord of any changes in any resident's income, in the size of the Tenant's family, or number of residents of the premises.

Section 42 of the *Residential Tenancies Act* obligates a tenant to repair damages to the premises.

**42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**

I find the respondent in breach of her obligation to pay rent and her obligation to report the household income in accordance with the tenancy agreement. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$4770.

I find the respondent in breach of her obligation to repair damages to the premises and find the window repair costs of \$607.62 to be reasonable.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid and the household income reported in accordance with the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4770 and repair costs in the amount of \$607.62 and terminating the tenancy agreement on December 31, 2006 unless the rent arrears and repair costs are paid in full and the household income is reported in accordance with the tenancy agreement.

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Hal Logsdon  
Rental Officer