

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KATHY FRANKI**, 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 -

KATHY FRANKI

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 42(3)(e) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of eight hundred nineteen dollars and ninety seven cents (\$819.97) in two installments. The first installment of four hundred nine dollars and ninety nine cents (\$409.99) shall be due on January 31, 2007 and the second installment of four hundred nine dollars and ninety eight cents (\$409.98) shall be due on February 28, 2007.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
December, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KATHY FRANKI**, 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-

KATHY FRANKI

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
Kathy Franki, respondent
Kerry King, representing the respondent

Date of Decision: November 28, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the premises which were caused by the respondent's negligence or by persons permitted in the premises by the respondent. The applicant sought an order requiring the respondent to pay the alleged repair costs and terminating the tenancy agreement. The damages relate to a previous unit. The respondent was transferred to a new unit and the security deposit was transferred in full. The premises are subsidized public housing.

The applicant provided an itemised list of repair costs totalling \$1438.88. The charges were applied to the respondent's rent account which now has a balance of \$839.97.

The respondent disputed the charge of \$20 for a missing outside globe, testifying that it was missing at the commencement of the tenancy agreement. The applicant could not produce an inspection report and did not have direct knowledge of the damages. The charges for the globe shall be denied.

I find the respondent in breach of her obligation to repair damages to the premises. I find the repair costs to be reasonable. Applying payments first to rent, I find the balance of repair costs owing to the applicant to be \$819.97. The parties agreed that the repair costs could be paid in two installments.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$819.97 in two installments. The first installment of \$409.99 shall be due on January 31, 2007 and the second installment of \$409.98 shall be due on February 28, 2007.

Hal Logsdon
Rental Officer