

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SAMANTHA NITSIZA**, 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 -

SAMANTHA NITSIZA

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 one hundred seven dollars and eight cents (\$4107.08).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one hundred eighty eight dollars and thirty two cents (\$188.32).
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 5401 - 52nd Street,

Yellowknife, NT shall be terminated on December 15, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of four thousand two hundred ninety five dollars and forty cents (\$4295.40) are paid in full and the respondent has complied with her obligation to report the household income in accordance with the tenancy agreement.

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 30th day of November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SAMANTHA NITSIZA**, 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-

SAMANTHA NITSIZA

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
Samantha Nitsiza, respondent

Date of Decision: November 30, 2006

REASONS FOR DECISION

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 \$4107.08. The full unsubsidized rent of \$1096 has been charged for the months of August, September, 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 \$188.32. The applicant stated that the repairs were made following an inspection of the premises. An itemised list of the repairs was provided in evidence. 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.

The respondent did not dispute the allegations.

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 \$4107.08.

I find the respondent in breach of her obligation to repair damages to the premises and find the repair costs of \$188.32 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 is reported in accordance with the tenancy agreement. I note that if the respondent has had no income during the months the full unsubsidized rent was applied and reports her income so that a subsidized rent may be calculated, the housing subsidy will cover all but a very small portion of the outstanding balance. However, if she fails to report her income, she will remain responsible for the full amount.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4107.08 and repair costs in the amount of \$188.32 and terminating the tenancy agreement on December 15, 2006 unless those rent arrears and repair costs are paid in full and the household income is reported in accordance with the tenancy agreement. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer