

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

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 three hundred ten dollars and ninety five cents (\$310.95).
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 thousand eight hundred seventy five dollars and sixty cents (\$1875.60).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than one hundred fifty dollars (\$150.00). The first payment shall be paid, along with the monthly rent, on March

1, 2007 and payments thereafter shall be made no later than the first day of every month until the rent arrears and repair costs are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
5. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply 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 26th day of February, 2007.

Rental Officer

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Hal Logsdon

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**SAMANTHA STIRRETT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 22, 2007

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Samantha Stirrett, respondent

**Date of Decision:** February 23, 2007

**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 sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$4321.95. The full unsubsidized rent of \$1337 had been applied for the months of December, 2006 and January and February, 2007. The applicant stated that the rent and subsidy had not been calculated by the Income Security Officer because income information for the respondent's partner had not been provided.

The applicant testified that the respondent had been transferred to the current premises in June, 2006. The former premises were damaged by the respondent who was billed for the repairs in the amount of \$1795.64. A list of repairs to the former premises was provided in evidence. The respondent was also billed for unplugging a toilet in the current premises in the amount of \$79.96.

The applicant stated that the parties had come to an agreement in December, 2006 that rent arrears and repair costs would be paid in monthly installments of \$150. The written repayment

agreement signed by the parties was provided in evidence. The applicant testified that the agreement had been breached and a notice of early termination served on the respondent seeking vacant possession on February 1, 2007. The respondent failed to vacate the premises. The applicant indicated that they would be prepared to permit the tenancy to continue provided the respondent paid in accordance with the previous agreement.

The respondent did not dispute the allegations but stated that she had provided her income information to the Income Security Officer. She stated that her partner had no income. The respondent stated that she would be able to pay \$150 month in addition to the monthly rent.

The application of the full unsubsidized rent is not reasonable when the tenant has provided some income information on which to base the rent. I can not determine the rent for December, 2006, January, 2007, or February, 2007 but shall issue an order requiring the respondent to comply with her obligation to report the household income in accordance with the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the rental premises. I find the rent arrears to be \$310.95 calculated as follows:

Balance as per statement	\$6197.55
less repair costs	(1875.60)
less economic rent (Dec-Feb)	<u>(4011.00)</u>
Rent arrears owing applicant	\$310.95

I find the repairs necessary due to the respondent's negligence and find the repairs costs of \$1875.60 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$310.95 and repair costs in the amount of \$1875.60. The respondent may pay the rent arrears and repair costs in monthly installments of \$150 to be paid on the first day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on March 1, 2007. The respondent is also ordered to pay the monthly rent on time in the future.

Should the respondent fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer