

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **COLIN EVAGLOK AND EMILY ATIGIYOAK**, Respondents;

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 -

COLIN EVAGLOK AND EMILY ATIGIYOAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand nine hundred twenty five dollars (\$1925.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of seven hundred twenty eight dollars and twenty two cents (\$728.22).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of March,
2007.

Rental Officer

Hal Logsdon

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BETWEEN:

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Applicant/Landlord

-and-

COLIN EVAGLOK AND EMILY ATIGIYOAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 1, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Colin Evaglok, respondent
Emily Atigiyoak, respondent

Date of Decision: March 1, 2007

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were caused by their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and the cost to repair the alleged damages to the premises.

The applicant provided a statement of account in evidence which indicated a balance of rent and repair costs owing in the amount of \$2653.22. The applicant also provided work orders and invoices for the repair work undertaken. Applying payments first to repair costs results in a balance of rent owing of \$1925 and a balance of repair costs owing of \$728.22.

The respondents did not dispute the allegations, stating that their daughter had caused much of the damage to the premises. The respondents stated that they intended to pay the outstanding rent and repair costs promptly.

I find the statement in order. My review of the work orders and invoices indicates that the damages were not the result of normal wear and tear but of negligent use of the premises. Most of the damages consisted of broken windows and doors. I find the repair costs well documented and reasonable.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to repair damages to the rental premises. I find the rent arrears to be \$1925 and the balance of repair costs owing to be \$728.22. An order shall issue requiring the respondents to pay the applicant rent arrears of \$1925 and repair costs of \$728.22.

Hal Logsdon
Rental Officer