

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **NICOLE JENNIFER SUTHERLAND**, 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 -

**NICOLE JENNIFER SUTHERLAND**

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 sixty four dollars (\$64.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand three hundred fifty two dollars and fifty six cents (\$1352.56).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the repair costs and rent arrears in monthly installments of no less than fifty dollars (\$50.00),

the first payment becoming due on April 30, 2007 and thereafter on the last day of every month until the repair costs and rent arrears are paid in full.

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 20th day of April, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**NICOLE JENNIFER SUTHERLAND**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 12, 2007

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

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

**Date of Decision:** April 12, 2007

**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 and by failing to repair damages to the rental premises. The premises are subsidized public housing. The applicant stated that the respondent had agreed to pay the arrears and repair costs in monthly installments of \$50 but had failed to comply with that agreement. The applicant sought an order requiring the respondent to pay the rent arrears and repair costs in accordance with the agreement and to pay future rent on time.

The applicant testified that the respondent had been transferred from unit CN793 to the current premises in August, 2006. On inspection of unit CN793, damages were found and an estimate of repairs completed. The estimate of repairs was provided in evidence and indicated damage to walls and several missing light fixtures and bathroom accessories. The estimated cost of repair was \$1352.56 which was added to the respondent's account. The applicant testified that the repairs were made necessary due to the negligence of the respondent.

The applicant provided a statement in evidence which indicated a balance owing in the amount of \$1416.56. Of that amount, \$64 was rent and \$1352.56 repairs.

I find the respondent in breach of her obligations to pay rent and repair damages to the premises.

I find the rent arrears to be \$64. I find the repair costs of \$1352.56 to be reasonable.

An order shall issue requiring the respondent to pay the applicant the rent arrears and repair costs in monthly installments of \$50 and to pay the monthly rent on time. The first installment shall be due on April 30, 2007 and payable monthly thereafter no later than the last day of every month until the repair costs and rent arrears are paid in full.

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

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Hal Logsdon  
Rental Officer