

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DEBBIE CHILLE**, 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 -

DEBBIE CHILLE

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 two thousand three hundred forty dollars and seventy five cents (\$2340.75).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine hundred fifty eight dollars and two cents (\$958.02).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of August,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DEBBIE CHILLE**, 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-

DEBBIE CHILLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Debbie Chille, respondent

Date of Decision: August 12, 2008

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$1200) and accrued interest (\$365.66), applying it to rent arrears (\$2340.75) and repair costs (\$2523.68), leaving a balance owing to the applicant in the amount of \$3298.77. The applicant sought an order requiring the respondent to pay the remaining balance of rent arrears and repair costs. The premises are subsidized public housing.

The applicant provided check-in and check-out inspection reports and an itemized list of repairs and cleaning in evidence and testified that the repairs were made necessary due to the negligence of the respondent or persons she permitted in the premises. The applicant also provided a statement of the rent account in evidence and stated that the subsidy for June, 2008 had not been received leading her to believe that the respondent had failed to report any income on which to base a subsidized rent. The full unsubsidized rent of \$1401 had been applied for the month of June.

The respondent did not dispute the allegations and acknowledged that she had not reported any income information on which to base a subsidized rent for June. She acknowledged that the damages were caused by her or persons she permitted in the premises and did not dispute the repair costs.

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 repair costs to be reasonable. I find the application of the full unsubsidized rent to be reasonable but note that should the respondent report the household income in accordance with the tenancy agreement, the landlord is obligated to adjust the June, 2008 rent accordingly.

Applying the security deposit and accrued interest first to the repair and cleaning costs, I find rent arrears of \$2340.75 and repair costs of \$958.02 calculated as follows:

Security deposit	\$1200.00
Interest	365.66
Repair cost	<u>(2523.68)</u>
Repair cost owing	\$958.02
Rent arrears	<u>\$2340.75</u>
Total owing applicant	\$3298.77

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2340.75 and repair costs in the amount of \$958.02.

Hal Logsdon
Rental Officer
