

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TARA NIPTANATIAK AND AARON EISNER**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

TARA NIPTANATIAK AND AARON EISNER

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand five hundred dollars (\$2500.00). The arrears shall be paid in accordance with the following schedule:
 - a) Three hundred dollars (\$300.00) to be paid on or before January 31, 2013.
 - b) Three hundred dollars (\$300.00) to be paid on or before February 28, 2013.
 - c) The balance of one thousand nine hundred dollars (\$1900.00) to be paid on or before March 31, 2013.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TARA NIPTANATIAK AND AARON EISNER**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

TARA NIPTANATIAK AND AARON EISNER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 13, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Tara Niptanatiak, respondent
Aaron Eisner, respondent

Date of Decision: December 13, 2012

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. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the tenants. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance owing of \$3384. Included in that amount is a charge for the repair of a broken window in the amount of \$884. An invoice and tenant adjustment form were presented in evidence supporting the window costs.

The respondents did not dispute the rent arrears but stated that the window was broken by unknown persons. The applicants stated that the buzzer system allowing entry to the building is operated by telephone. Since they only have a cell phone, persons wishing to visit them must shout at the apartment window or throw something at the window to get their attention. The respondents stated that the window was broken while they were away from the apartment and that they did not know the person who broke it.

Section 42 of the *Residential Tenancies Act* sets out a tenant's obligation to repair.

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.

There is no evidence that the window was damaged by the respondents or persons they permitted in the apartment. Therefore the requested relief of \$884 is denied, leaving rent arrears of \$2500.

The parties agreed on a payment schedule for the payment of the rent arrears and the applicant withdrew the request for an order terminating the tenancy agreement and eviction in favour of an order to pay the monthly rent on time and to pay the rent arrears in accordance with the following schedule.

- a) \$300.00 to be paid on or before January 31, 2013 and
- b) \$300.00 to be paid on or before February 28, 2013 and
- c) The balance of \$1900.00 to be paid on or before March 31, 2013.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2500. An order shall issue requiring the respondents to pay the monthly rent on time and to pay the rent arrears in accordance with the agreed upon schedule.

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

Hal Logsdon
Rental Officer