

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BEATRICE GOOSE AND TOM KAKFWI**, 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 -

**BEATRICE GOOSE AND TOM KAKFWI**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. The request for termination of the tenancy agreement is denied.
2. Pursuant to section 78(2) of the *Residential Tenancies Act*, the applicant may make an application to a rental officer to have the matter of alleged tenant damage costs heard at a separate hearing provided such an application is made within six months of the filing of this order.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of April,  
2003.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**BEATRICE GOOSE AND TOM KAKFWI**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 8, 2003

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

**Appearances at Hearing:** Angela Keppel, representing the applicant  
Tom Kakfwi, respondent

**Date of Decision:** April 8, 2003

**REASONS FOR DECISION**

The application was filed on March 20, 2003 alleging that the respondents had failed to pay rent, costs of repair of tenant damages and the remainder of the required security deposit. At the hearing the applicant noted that the rent arrears and security deposit had been paid in full and she sought only an order for the repair costs related to the alleged tenant damages to the premises.

The applicant provided a statement of the rent account which indicated a balance owing of \$3873.93. The amount was the balance owing from a debit of \$3970.03 which was transferred from a previous account. The applicant indicated that the respondents had transferred from another unit in October, 2002. The costs of repair of that unit were transferred to the current account along with the security deposit and accrued interest.

The alleged damages were clearly a matter of another tenancy agreement. As well, there was little documentation provided relating to the previous tenancy agreement. The respondent has paid a portion of the charges but indicated that he did not feel all of the charges were reasonable. In my opinion the matter of the alleged damages would best be dealt with at a separate hearing.

There do not appear to be any arrears or any grounds to terminate the present tenancy agreement. Rather than set a new hearing date, I feel it would be more reasonable to deny the request for termination of the tenancy agreement and permit the landlord to file a future application

regarding the alleged tenant damages if they so wish. Such an application should be filed within six months of the filing of this order.

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Hal Logsdon  
Rental Officer