

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **GALE JACOBSON**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

GALE JACOBSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay rent arrears to the applicant in the amount of one hundred ninety six dollars (\$196.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair related to tenant damages to the rental premises in the amount of five hundred eighty two dollars and seventy two cents (\$582.72).
3. Pursuant to section 42(3)(b) of the *Residential Tenancies Act*, the respondent is prohibited from doing further damage to the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of May,
2003.

Hal Logsdon
Rental Officer

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-and-

GALE JACOBSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 8, 2003

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant

Date of Decision: May 8, 2003

REASONS FOR DECISION

The respondent was served a Notice of Attendance on May 1, 2003 but failed to appear at the hearing. The hearing was held in his 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 which were the result of his negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs of repair and terminating the tenancy agreement. The applicant provided copies of the rent and tenant damages ledger which indicated a balance of rent owing in the amount of \$196 and a balance of charges owing related to the repair of tenant damages in the amount of \$582.72. The applicant noted that recent payments which had been received from the respondent had all been credited to damages.

The applicant provided copies of work orders outlining the type of repair work done in each instance. One work order was missing. The applicant testified that the work done in that instance was the repair of a broken window. One work order, #4730 for \$131.01 was for the repair of a deadlock which was the result of a break-in. The applicant explained that the costs were charged to the tenant because he failed to report the incident to the police. Section 42 of the *Residential Tenancies Act* requires the tenant to repair damages “caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant” I find no evidence of wilful or negligent conduct related to this damage and it does not appear that the tenant or a person permitted on the premises by the tenant caused the damages. Therefore the costs are not

the tenant's responsibility whether or not the tenant reported the incident to the police. The applicant testified that the remainder of the repairs were the result of negligence.

I find the ledgers to be in order. I note that the tenant is in arrears of rent solely due to the application of payments first to the costs of damages. The respondent does make frequent payments which are sufficient to cover rent and some of the costs of repairs. The problem lies in the persistent damages to the premises. Taking into account the damages related to the break-in, I find the costs of repair to be \$582.72 and the rent arrears to be \$196.

In my opinion, this tenancy should be allowed to continue provided the damages to the premises cease. An order shall be issued requiring the respondent to pay the applicant the costs related to the repairs of the damages and the rent arrears. The order shall also prohibit the respondent from doing further damage to the premises. Should the pattern of damages persist, the applicant may file a future application requesting termination of the tenancy agreement.

The respondent should understand that this social housing unit is provided to him at a greatly reduced rent and that his negligence puts an undue strain on the financial ability of the landlord to provide good quality housing. Should he persist in damaging the unit, termination of the tenancy may become the only available remedy.

Hal Logsdon
Rental Officer