

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JENNIFER MIGWI AND DIXTER FOOTBALL**, 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 -

**JENNIFER MIGWI AND DIXTER FOOTBALL**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand four hundred thirty four dollars (\$2434.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of three hundred thirty seven dollars and sixty seven cents (\$337.67).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2002 Sissons Court, Yellowknife, NT shall be terminated on June 30, 2008 and the respondents shall vacate the

premises on that date, unless the rent arrears and repair costs in the total amount of two thousand seven hundred seventy one dollars and sixty seven cents (\$2771.67) are paid in full.

4. 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 4th day of June, 2008.

Hal Logsdon  
Rental Officer

---

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **JENNIFER MIGWI AND DIXTER FOOTBALL**, 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-

**JENNIFER MIGWI AND DIXTER FOOTBALL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 3, 2008

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

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

**Date of Decision:** June 3, 2008

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and the cost to repair the alleged damages and terminating the tenancy agreement unless the rent arrears and repairs costs were paid by June 30, 2008.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$5573.67 including the repair cost. The applicant stated that they were not seeking the rent for May or June, 2008, leaving a balance of rent owing in the amount of \$2434, calculated as follows:

Balance as per ledger	\$5573.67
less May/08 rent	(1401.00)
less June/08 rent	(1401.00)
less repair costs	<u>(337.67)</u>
Balance of rent owing	\$2434.00

The April rent was assessed at the full unsubsidized rate of \$1401. The applicant provided an E-mail from the Subsidy Agent stating that the respondents had not reported any income to enable her to apply a rent geared to income for that month.

The applicant stated that the repair costs were for a broken window and provided the invoice substantiating the cost.

I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$2434. I find the repairs were made necessary due to the negligence of the respondents and find the repair costs of \$337.67 to be reasonable.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises caused by their negligence. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the repair costs are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2434 and repair costs in the amount of \$337.67. The tenancy agreement between the parties shall be terminated on June 30, 2008 unless the rent arrears and the repair costs totalling \$2771.67 are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

Hal Logsdon  
Rental Officer

---