

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **COLIN EVAGLOK AND EMILY ATIGIKYOAK**, 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 -

**COLIN EVAGLOK AND EMILY ATIGIKYOAK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of two thousand eight hundred eighty four dollars and sixty four cents (\$2884.64).
2. Pursuant to sections 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 217, 5465 - 52<sup>nd</sup> Street, Yellowknife, NT shall be terminated on June 30, 2008 and the respondents shall vacate the premises on that date, unless at least 50% of the repair costs (one thousand four hundred forty two dollars and thirty two cents (\$1442.32)) are paid to the applicant.

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3. Pursuant to sections 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 217, 5465 - 52<sup>nd</sup> Street, Yellowknife, NT shall be terminated on July 31, 2008 and the respondents shall vacate the premises on that date, unless the balance of the repair costs (one thousand four hundred forty two dollars and thirty two cents (\$1442.32)) are paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of June, 2008.

Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**COLIN EVAGLOK AND EMILY ATIGIKYOAK**

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  
Colin Evaglok, respondent  
Emily Atigikyoak, respondent

**Date of Decision:** June 4, 2008

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair damages to the premises which were the result of the respondents' negligence. The applicant sought an order requiring the respondents to pay the costs of repair and termination of the tenancy agreement. The premises are subsidized public housing.

The respondents were transferred from one unit to another in October, 2007. An itemised list of repairs made necessary due to tenant damage was provided to the respondents. The applicant stated that the respondents agreed to pay the repair costs and moved to the new premises. The repair costs of \$3416.38 were added to their account. In March, 2008 a charge of \$46.20 was also added to their account when the respondent's locked themselves out of the unit and required assistance to gain entry to the premises.

The applicant provided a statement in evidence which indicated a balance of \$4657.64. The applicant stated that they were not seeking the June rent of \$1148, bringing the balance owing to \$3509.64.

The respondents disputed a charge of \$400 for cleaning the former premises. They stated that they had left the premises in a reasonable state of cleanliness. The check-out inspection report, provided by the applicant in evidence, does not indicate that the premises were not clean. The evidence does not support the requirement for cleaning and the applicant's request for \$400 in cleaning charges is denied.

The respondents also noted that they had received recent electrical subsidy credits which did not appear on the statement. The applicant confirmed that a total credit of \$225 had not yet been posted to the statement.

The applicant stated that they would agree to continuing the tenancy agreement if 50% of the repair costs were paid by June 30, 2008 and the remainder paid by July 31, 2008. The respondents agreed that they would pay the repair costs according to that schedule.

I find the respondents in breach of their obligation to repair damages to the premises. Taking into consideration the following adjustments and applying all payments first to rent, I find the outstanding repair costs to be \$2884.64 calculated as follows:

Balance as per statement	\$4657.64
less June/08 rent	(1148.00)
less cleaning costs	(400.00)
less electrical credits	<u>(225.00)</u>
Balance of repair costs	\$2884.64

An order shall issue requiring the respondents to pay the applicant the outstanding repair costs in the amount of \$2884.64. The tenancy shall be terminated on June 30, 2008 unless 50% of the repair costs (\$1442.32) are paid to the applicant by that date. The tenancy agreement shall be terminated on July 31, 2008 unless the balance of the repair costs (\$1442.32) are paid in full to the applicant.

Hal Logsdon  
Rental Officer

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