

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MONICA SCOTTIE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MONICA SCOTTIE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand thirty seven dollars and fifty four cents (\$2037.54).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall repair damages to the walls of the premises by filling holes, sanding and painting areas which were damaged through negligence.
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2040 Sissons Court, Yellowknife, NT shall be terminated on August 31, 2008 and the respondent shall vacate

the premises on that date, unless the rent arrears in the amount of two thousand thirty seven dollars and fifty four cents (\$2037.54) are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of July,  
2008.

Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MONICA SCOTTIE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 30, 2008</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Julie Forget, representing the applicant Monica Scottie, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 30, 2008</b>

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears, repair the alleged damages to the premises and terminating the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$3738.54. The applicant stated that they were not seeking the July, 2008 rent, which was assessed at the full unsubsidized rate of \$1401. The applicant also stated that a payment of \$300 was made on July 25, 2008 which did not appear on the statement. The relief sought by the applicant was therefore \$2037.54. Included in that amount were charges for a lock change.

The applicant provided photographs of the interior walls in the premises showing three holes and a damaged area which had been poorly repaired. The applicant stated that the holes were the result of negligence and had not been repaired.

The respondent did not dispute the rent arrears and acknowledged that her daughter had damaged the walls. The respondent stated that she intended to repair the walls herself or arrange with the landlord to do the repairs on her behalf and pay for them. The respondent stated that she would be able to pay the full amount of the rent arrears before the end of August, 2008.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2037.54. I find the respondent in breach of her obligation to repair damages to the premises which were the result of negligence. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2037.54 and terminating the tenancy agreement on August 31, 2008 unless those arrears are paid in full. The order shall also require the respondent to repair the damaged walls and to pay future rent on time. If the respondent is unable to arrange for the wall repairs herself, she may make arrangements with the landlord and pay the landlord for the costs of repair.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon  
Rental Officer

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