

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BRENDA ONGAHAK**, 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 -

**BRENDA ONGAHAK**

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 hundred eighteen dollars and eighteen cents (\$218.18).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand three hundred eleven dollars and ninety four cents (\$1311.94).
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 2031 Sissons Court,

Yellowknife, NT shall be terminated on August 31, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears, repair costs and the outstanding portion of the required security deposit in the total amount of one thousand eight hundred seventy three dollars and eighty seven cents (\$1873.87) 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 7th day of August, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**BRENDA ONGAHAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 5, 2009

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

**Appearances at Hearing:** Joanne Koyina, representing the applicant

**Date of Decision:** August 7, 2009

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises, failing to report income and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the outstanding amounts are promptly paid. The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance of rent and repair costs owing in the amount of \$4836.12. The full unsubsidized rent of \$1653 has been applied in the months of July and August, 2009. The applicant stated that to the best of her knowledge, the respondent had failed to provide the income information required by the subsidy agent.

The applicant also provided a copy of the tenancy agreement in evidence which commenced on May 7, 2008 and required a security deposit of \$1375. The applicant provided receipts in evidence showing that \$1031.25 had been paid by the respondent, leaving a balance owing of \$343.75.

The applicant also provided invoices for fire department charges and window repairs and

testified that a fire in the premises, caused by the negligence of the tenant, made the window repairs and the fire department charges necessary. The applicant also stated that a faucet repair was made necessary due to the negligence of the respondent. The total repairs are \$1311.94.

Article 6 of the tenancy agreement obligates the tenant to report the household income to a subsidy agent.

**6. Tenant's Income**

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report.

There was no evidence from the subsidy agent as to whether the applicant had provided any or all of the information required by article 6. While the applicant may conclude that since the full unsubsidized rent was applied due to a breach of article 6, there is no direct evidence to support that assumption. Therefore, in my opinion, there is not sufficient evidence to conclude that the application of the economic rent in July and August, 2009 is reasonable. Ignoring the rent for July and August, 2009 and applying payments first to rent and then to repair costs I find rent arrears of \$218.18 calculated as follows:

|                       |                  |
|-----------------------|------------------|
| Balance as per ledger | \$4836.12        |
| less July rent        | (1653.00)        |
| less August rent      | (1653.00)        |
| less repair costs     | <u>(1311.94)</u> |
| Total                 | \$218.18         |

I find the repair costs to have been made necessary due to the negligence of the respondent and find the costs of \$1311.94 to be reasonable.

I find the respondent in breach of her obligation to pay rent, her obligation to provide the required security deposit and her obligation to repair damages to the premises. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, repair costs and the balance of the required security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$218.18 and repair costs of \$1311.94 and terminating the tenancy agreement on August 31, 2009 unless the rent arrears, repair costs and the remainder of the required security deposit in the total amount of \$1873.87 are paid in full. I calculate that amount as follows:

|                          |               |
|--------------------------|---------------|
| Rent arrears             | \$218.18      |
| Repair costs             | 1311.94       |
| Security deposit balance | <u>343.75</u> |
| Total                    | \$1873.87     |

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer