

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **EILEEN KOE**, 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 -

EILEEN KOE

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 four hundred seventeen dollars and fifty cents (\$417.50).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to repair damages to the rental premises by repairing the damages listed in the Schedule to this order.
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 #9, 5009 47th Street,

Yellowknife, NT shall be terminated on May 31, 2010 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of four hundred seventeen dollars and fifty cents (\$417.50) are paid in full and the repairs listed in the Schedule to this order have been completed.

4. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent is prohibited from doing further damage to the rental premises.
5. 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 26th day of March, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **EILEEN KOE**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

EILEEN KOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 24, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joanne Koyina, representing the applicant

Date of Decision: March 26, 2010

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 and failing to repair damages to the premises that were made necessary by her negligence.

The applicant sought an order requiring the respondent to pay the alleged rent arrears, repair the alleged damages and terminating the tenancy agreement on May 31, 2010 unless the rent arrears were paid in full and the repairs completed. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$417.50. All of the rent assessed is based on the respondent's household income.

The applicant stated that following an inspection of the premises, there were significant damages noted which were caused by the tenant's negligence. A list of the damages and an estimated cost to repair was provided to the respondent on February 22, 2010 along with a demand that the damages be repaired. To date the repairs have not been undertaken.

The damages to the premises consist largely of holes in the walls, broken doors and door jambs. Photographs of the damaged areas were provided by the applicant in evidence. The applicant testified that the premises had been renovated immediately prior to the commencement of the tenancy agreement in November, 2007.

Section 42(1) of the *Residential Tenancies Act* sets out the tenant's obligation to repair damages.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

All of the damages listed by the applicant certainly appear to be the result of the respondent's negligence except one. On one bedroom door, the standard passage doorknob has apparently been replaced by a locking doorknob, presumably to provide an additional measure of privacy. The applicant requested that it be replaced with the standard passage doorknob. While I agree that at the end of the tenancy agreement, the respondents should re-install the standard passage doorknob, I think the locking knob should be permitted to be used until the tenancy is terminated.

I find the rent statement in order and find the rent arrears to be \$417.50. I find the respondent in breach of her obligation to repair damages to the premises. I find the damages to be the result of the tenant's negligence. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid and the repairs completed by May 31, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$417.50 and complete the repairs contained in the Schedule to this order. The tenancy agreement shall be terminated on May 31, 2010 unless the rent arrears have been paid in full and the repairs completed. The respondent is also prohibited from doing any further damage to the premises and ordered to pay future rent on time.

Hal Logsdon
Rental Officer

SCHEDULE

Entry

Remove or paint over burn marks on outside entry ceiling

Kitchen

Patch holes in walls and repaint as necessary

Replace globes on ceiling fan and kitchen light

Downstairs Hallway

Patch holes and repaint as necessary

Living Room

Patch holes and paint as necessary

Replace missing window screen

Laundry Room

Repair or replace broken door jamb

Stairwell

Replace missing baseboard

Patch holes and paint as necessary

Upstairs Hallway

Replace missing globe

Clean wall marks and paint as necessary

Patch corner and paint as necessary

Bathroom

Replace missing towel bar

Bedroom #1

Patch holes and repaint as necessary

Replace missing window screen

Bedroom #2

Patch holes and repaint as necessary

Repair or replace broken door jamb

Replace broken door

Replace broken window screen

Bedroom #3

Patch holes and repaint as necessary

Re-hang closet doors

Bedroom #4

Repair or replace broken door jamb

Remove or paint over burn marks on ceiling

Patch holes and repaint as necessary

Repair or replace closet door

Reconnect smoke detector