

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
JENNIFER NAEDZO, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **BEHCHOKO, NT**.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

JENNIFER NAEDZO

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 forty five thousand nine hundred thirty dollars and four cents (\$45,930.04).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #657B, Behchoko, NT shall be terminated on June 28, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th of June, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
JENNIFER NAEDZO, 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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

JENNIFER NAEDZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2013

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Jessica Relucio, representing the applicant
Therese Migwi, representing the applicant

Date of Decision: June 13, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was 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 by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided copies of the tenant rent ledger in evidence which indicated a balance of rent owing as at January 1, 2013 in the amount of \$39,750.04. The applicant testified that monthly rent of \$1545 had been assessed for February, March, April and May, 2013 and no payments had been received, bringing the balance owing to \$45,930.04. The full unsubsidized rent has been charged for every month since January 2012. The applicant testified that the respondent had failed to provide any income information on which to calculate a rent based on the household income. The ledger indicates that only one payment of \$32 has been made since March 2008.

The applicant also provided a ledger containing four repair charges for alleged tenant damage to the premises and five photographs of damages to unit 623B. The balance shown in the ledger is \$398.04 but there were no work orders or other evidence provided to indicate which charges

related to which repairs. The respondent has not occupied Unit #623B since April 2005. The tenancy agreement for Unit #623B was a joint agreement with Russell Mantla and a security deposit of \$600 was required. If the security deposit was collected, one would assume that the landlord would have deducted the repair costs from the security deposit, refunded the balance and collected a new security deposit for the current unit rather than try to collect the repair costs eight years later. As there is no evidence regarding the security deposit or any detail as to the repair costs, the applicant's request for the alleged repair costs is denied.

I find the respondent in breach of her obligation to pay rent and her obligation to provide household income information in accordance with the tenancy agreement. I find rent arrears of \$45,930.04. In my opinion, there are sufficient grounds to terminate the tenancy agreement. It is clear that the respondent has no intention of paying rent or reporting the household income despite numerous notices reminding her of her obligations.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$45,930.04 and terminating the tenancy agreement on June 28, 2013. An eviction order to be effective on July 2, 2013 shall be issued separately.

Hal Logsdon
Rental Officer