

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARCY ATIGIKYOAK**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARCY ATIGIKYOAK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand one hundred seventy nine dollars and seventy two cents (\$3179.72) The repair costs shall be paid in monthly installments of one hundred fifty dollars (\$150.00) payable on the last day of every month until paid in full. The first payment shall be due on December 31, 2013.
2. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

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3. 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 15th day of January, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARCY ATIGIKYOAK**, 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-

**MARCY ATIGIKYOAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 27, 2013

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Marcy Atigikyoak, respondent

**Date of Decision:** November 27, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due, failing to repair damages to the rental premises and failing to report the household income in accordance with the tenancy agreement. The applicant stated that all of the rent arrears had been paid and that a repayment agreement had been reached regarding the payment of repair costs. The applicant withdrew their request for an order terminating the tenancy agreement. The applicant sought an order requiring the respondent to pay repair costs, pay future rent on time and to comply with her obligation to report the household income in accordance with the tenancy agreement. The premises are subsidized public housing.

The applicant provided a statement of account which indicated a balance of repair costs owing in the amount of \$3179.72 and a document signed by the respondent acknowledging the damages and agreeing to pay the repair costs in monthly installments of \$150. The applicant also provided an itemised list of damages and repair costs, inspection reports and the tenancy agreement in evidence.

The respondent did not dispute the allegations.

I find that the repairs were made necessary due to the respondent's negligence and find the repair costs of \$3179.72 reasonable. The statement of account clearly indicates that the rent has not been paid in advance as required by the tenancy agreement. The statement of account also

indicates that the respondent has not provided the household income in accordance with the tenancy agreement resulting in the frequent application of the full unsubsidized rent and subsequent retroactive adjustments when the income information is provided.

An order shall issue requiring the respondent to pay the applicant the repair cost of \$3179.72 in accordance with the written repayment agreement between the parties. The order shall also require the respondent to pay future rent on time and to report the household income in accordance with the tenancy agreement.

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

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Hal Logsdon  
Rental Officer