

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TARA NIPTANATIAK**, 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 -

TARA NIPTANATIAK

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 nineteen dollars (\$19.00).
2. Pursuant to sections 42(3)(e) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two thousand forty four dollars and thirty nine cents (\$2044.39). 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 the repair costs are paid in full. The first payment shall be due on December 31, 2013.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of January,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TARA NIPTANATIAK**, 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-

TARA NIPTANATIAK

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
Tara Niptanatiak, respondent
Aaron Eisener, representing the 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 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. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of \$2063.39. Of that amount, \$2044.39 are repair costs and \$19 are arrears of rent. The applicant stated that the parties had agreed that the repair costs would be paid in monthly installments of \$150, payable on the last day of every month until the repair costs were paid in full. The applicant also stated that the original repair charges had been amended and the parties now agreed that the amended repair charges were accurate and reasonable.

The applicant provided a written agreement to pay, an itemised list of damages and repair costs and inspection reports in evidence.

The respondent did not dispute the allegations and agreed to an order to pay the rental arrears and repair costs in accordance with the agreement. I find the repair costs to be reasonable and the repairs made necessary due to the negligence of the respondent.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$19 and to pay

the repair costs in monthly installments of \$150, payable on the last day of every month until the repair costs are paid in full. The first payment shall be due on December 31, 2013.

Should the respondent fail to make the payments in accordance with this order, the applicant may file another application seeking the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer