

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ELIZABETH NATAWAY**, Respondent;

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

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 -

ELIZABETH NATAWAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
2. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall report the household income in accordance with the tenancy agreement in the future.
3. Pursuant to section 42(3)(b) of the *Residential Tenancies Act*, the respondent shall be prohibited from causing any further damage to the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of April,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ELIZABETH NATAWAY**, 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-

ELIZABETH NATAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Violet Biscaye, representing the respondent

Date of Decision: April 1, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to report the household income and failing to repair damages to the rental premises.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full. The applicant also sought an order requiring future rent be paid on time, the household income reported on time and prohibiting the respondent from doing further damage to the premises. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence indicating a balance of rent owing in the amount of \$345.28. The statement also indicated that the full unsubsidized rent had been applied on several occasions but had subsequently been adjusted to a rent based on income. The applicant testified that the respondent had repeatedly failed to provide household income information when it was requested.

The applicant also provided work orders for repairs made to doors and windows and testified that the repairs were made necessary due to the tenant's negligence. The applicant stated that the repairs had been completed and the respondent had paid the costs in full.

The respondent's representative did not dispute the allegations and stated that the respondent would be able to pay the rent arrears promptly.

Prior to the filing of an order, the applicant advised that the rent arrears had been paid in full and withdrew their request for an order terminating the tenancy agreement.

I find the respondent in breach of her obligation to pay rent on the days it is due, in breach of her obligation to report the household income and in breach of her obligation to repair damages to the rental premises. An order shall issue requiring the respondent to comply with her obligation to report the household income on time, pay future rent on time and prohibiting the respondent from doing any further damage to the rental premises.

Hal Logsdon
Rental Officer