

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DORIS CASAWAY**, 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 -

DORIS CASAWAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 106, 5123 53rd Street, Yellowknife, NT shall be terminated on August 15, 2014 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of August,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DORIS CASAWAY**, 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-

DORIS CASAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 6, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: August 6, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises which were caused by her wilful or negligent conduct. The applicant sought an order requiring the respondent to pay repair costs and termination of the tenancy agreement and an eviction order. The rental premises are subsidized public housing.

The applicant stated that they suspect that the respondent may not be living in the premises although they have attended the premises on several occasions and found her there. The applicant suspects that the respondent's son may be living in the premises most of the time as there do not appear to be any possessions of Ms Casaway in the apartment.

The applicant stated that during several inspections of the apartment, significant damages were noted. The applicant provided photographs in evidence and a list of estimated repair costs, totalling \$2688.84. The photographs indicate broken interior doors in the bedroom and bathroom and a kicked in entry door to the apartment. The living room window is broken and numerous light switches are broken. One wall in the entry hallway requires patching and painting.

The applicant stated that they held a security deposit of \$850. The applicant stated that the

respondent is also currently in arrears of rent but that some of the household income had not yet been reported which could result in the reassessment of some monthly rents and an amended balance owing.

I find the respondent in breach of her obligation to repair damages to the rental premises. The photographs clearly represent willful damage to the premises. This is simply intolerable and is particularly objectionable in subsidized public housing. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement on August 15, 2014 and ordering the respondent to vacate the premises on that date. An eviction order to be effective on August 18, 2014 shall be issued separately.

This application shall remain active. The applicant shall inspect the premises upon taking possession, file a statement of the security deposit and any other documentation regarding the repairs and rent arrears with the rental officer and provide copies to the respondent. I shall continue the hearing and consider an additional order for monetary relief upon notice from the applicant that they are ready to proceed.

Hal Logsdon
Rental Officer