

IN THE MATTER between **Yellowknife Housing Authority**, Applicant, and **Diane Brule**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

DIANE BRULE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs in the amount of \$903.27 (nine hundred three dollars twenty-seven cents).
2. Pursuant to section 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 2034 Sissons Court in Yellowknife, Northwest Territories, will terminate July 31, 2015, and the respondent must vacate the rental premises on or before that date, unless the compensation identified in paragraph one of this order is paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 21st day of April 2015.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 15, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Ella Newhook, representing the applicant Diane Brule, respondent
<u>Date of Decision:</u>	April 15, 2015

REASONS FOR DECISION

An application to a rental officer made by Yellowknife Housing Authority as the applicant/landlord against Diane Brule as the respondent/tenant was filed by the Rental Office March 5, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 2034 Sissons Court in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 13, 2015.

The applicant alleged in the application the respondent had accumulated rental arrears and had failed to pay for repairs to the rental premises. An order was sought for payment of arrears and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for April 15, 2015, in Yellowknife, Northwest Territories. Ms. Ella Newhook appeared representing the applicant. Ms. Diane Brule appeared as respondent.

Ms. Newhook testified that since the filing of this application Ms. Brule has provided outstanding household income reports and made additional payments into her rent account. As such, Ms. Brule does not currently carry rental arrears. Although the tenancy agreement was terminated on February 28, 2015, by notice given in accordance with the *Residential Tenancies Act*, Ms. Newhook confirmed that upon satisfaction of the rent account the tenancy agreement was reinstated. The remaining claim for compensation in the amount of \$903.27 is for unpaid repairs of tenant damages.

The tenancy agreement between the parties is for subsidized public housing. The tenancy began March 24, 2012, when the respondent was given possession of the rental premises at 743 Bigelow Crescent. A transfer request was granted effective June 24, 2014, pursuant to section 3 of the tenancy agreement, the respondent was given possession of the rental premises at 2034 Sissons Court, and the tenancy continued uninterrupted. An exit inspection was conducted at 743 Bigelow Crescent and photographs were taken. The photographs and a statement of damages reflect required repairs to the premises including: patching holes in walls, reinstalling light fixtures, reinstalling bathroom fixtures, replacing door stoppers, replacing a door frame, removing and painting over marker on interior and exterior walls, repairing an interior door, and

reinstalling a kitchen drawer cover. The total cost of repairs, including admin fees and GST, is \$1,651.55. Payments and credits received against Ms. Brule's account were first applied against the monthly rent and then against the outstanding cost of repairs. Those amounts accumulated to date have reduced the remaining amount owing for the cost of repairs to \$903.27. Ms. Newhook requested an order for compensation of the costs of repairs and a conditional termination order should Ms. Brule fail to pay the full amount of compensation.

Ms. Brule did not dispute the damages claimed and acknowledged the arrears she has respecting the costs for repairs. She also acknowledged her occasional failure to report her household income on time. Ms. Brule had no issue with a conditional termination order being made, stating she expected to be able to have the arrears paid before the end of July.

I am satisfied a valid tenancy agreement is in place between the parties for subsidized public housing. I am satisfied that the transfer between rental premises was done in accordance with section 3 of the tenancy agreement and that the overriding tenancy was continuous. I am satisfied that the delay in applying for an order for compensation for the costs of repairs to the prior rental premises was not unreasonable or unfair in light of the payments and credits that have been made against those arrears, the continued communication between the parties respecting the arrears, and the uninterrupted tenancy.

I am satisfied the amounts claimed for the required repairs to 743 Bigelow Crescent are reasonable, and that the application of admin fees is in compliance with section 38 of the addendum to the tenancy agreement. I am satisfied that a conditional termination order is justified in light of the cost of repairs and the period of time the costs have been unpaid.

An order will issue requiring Ms. Diane Brule to compensate the landlord for repairs in the amount of \$903.27 and terminating her tenancy on July 31, 2015, unless the compensation amount is paid in full.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's lease termination correspondence to respondent dated January 21, 2015

Exhibit 2: Statement of account dated March 4, 2015

Exhibit 3: Statement of tenant damages CN743 dated July 10, 2014

Exhibit 4: Set of 22 photographs

Exhibit 5: Residential tenancy agreement dated March 24, 2012

Exhibit 6: Statement of account dated April 14, 2015