

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **ISAAC INUKTALIK**, 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, regarding the rental premises at **HOLMAN, NT**.

BETWEEN:

**HOLMAN HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ISAAC INUKTALIK**

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 eight hundred thirty dollars (\$830.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly installments of no less than fifty dollars (\$50.00), the first installment being due, along with the rent, on March 1, 2006 and payable thereafter on the first day of every month until the rent arrears are paid in full.

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 16th day of February, 2006.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**HOLMAN HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**ISAAC INUKTALIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 13, 2006

**Place of the Hearing:** Holman, NT via teleconference

**Appearances at Hearing:** Karen Kitekudlak, representing the applicant

**Date of Decision:** February 13, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for repairs of tenant damages. The applicant sought an order requiring the respondent to pay the alleged arrears and repair costs and terminating the tenancy agreement.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$830.

The applicant also provided a copy of the tenant damages ledger which indicated a balance of repair charges owing in the amount of \$325. The applicant stated that the landlord had no work orders or other documentation to provide details of the repair. The applicant had no direct knowledge of the repairs undertaken.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$830.

Without any evidence to determine if the repairs undertaken were, in fact, caused by the tenant or his guests, I cannot find the respondent responsible for the repair costs. The applicant's request for repair costs is therefore denied.

In my opinion, this tenancy agreement should continue provided the respondent pays the monthly rent on time and pays a portion of the rent arrears each month until the arrears have been paid in full. A monthly payment of arrears in the amount of \$50 along with the payment of the monthly rent is, in my opinion, reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$830 in monthly installments of at least \$50 and to pay future rent on time. The first payment of arrears shall be due on March 1, 2006.

Should the respondent fail to pay the arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer