

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ROBERTA MEMOGANA**, 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 **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ROBERTA MEMOGANA

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 five hundred thirty dollars and sixty cents (\$530.60).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs to repair damages to the rental premises in the amount of one thousand fifty two dollars and thirty six cents (\$1052.36).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than one hundred fifty

dollars (\$150.00), the first payment becoming due on August 1, 2006 and payable thereafter, along with the monthly rent, on the first day of every month, until the rent arrears and repair costs are paid in full.

4. 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 11th day of July, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ROBERTA MEMOGANA**, 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:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ROBERTA MEMOGANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: July 11, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$530. The applicant also provided a copy of the tenant damages ledger which indicated a balance of repair costs owing in the amount of \$1427.65.

Work orders and invoices were provided in evidence, giving details of the repairs of damages to the premises. The applicant testified that the repairs were made necessary due to the negligence of the respondent.

A tenancy agreement was made between the applicant and the respondent and her partner as joint tenants and renewed several times. The applicant testified that the joint tenancy agreement was terminated in March, 2006 and the respondent entered into a tenancy agreement as sole tenant at that time. The applicant sought an order for the full amount of the rent arrears and \$1052.36 of the repair costs. The applicant has determined that the remaining repair costs should be sought

from the former joint tenant.

The applicant stated that they would be satisfied if the rent arrears and repair costs were paid in monthly installments along with the rent until the rent arrears and repair costs were paid in full.

As a joint tenant to the former tenancy agreement, the respondent is jointly and severally responsible for the payment of the rent . The application was filed on June 5, 2006, less than 6 months after the joint tenancy was terminated. In my opinion, the landlord is entitled to seek relief from the respondent pursuant to both tenancy agreements.

I find the ledgers in order and find the respondent in breach of her obligation to pay rent and to repair damages to the rental premises. I find the rent arrears to be \$530.60. I find the repairs to the premises were made necessary due to the negligence of the respondent and find the repair costs of \$1052.36 reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$530.60 and repair costs of \$1052.36. The respondent may pay the rent arrears and repair costs in monthly installments of not less than \$150, the first payment being due on August 1, 2006 and payable thereafter on the first day of every month, along with the rent, until the rent arrears are paid in full. The respondent is also ordered to pay future rent on time.

Should the respondent fail to pay the rent arrears and repair costs 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 remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer