

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

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

MARY 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 six thousand six hundred four dollars (\$6604.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of damages to the rental premises in the amount of three hundred ninety five dollars (\$395.00).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #16, Lot 3, Block 8, Ulukhaktok, NT

shall be terminated on October 20, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of September, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

MARY INUKTALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 19, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: September 19, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. 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, failing to repair damages to the premises and failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$6604. The full unsubsidized rent of \$2186 had been assessed for the months of July, 2006, August, 2006 and September, 2006.

Article 6 of the tenancy agreement requires the tenant to report the household income

6. Tenant's Income

The Tenant promises to provide the Landlord or his subsidy agent, with an accurate report of the Tenant's income, the income of any resident, the size of the Tenant's family, or number of residents on the premises.

The applicant provided a statutory declaration from the community Income Security Officer stating that the respondent had not completed applications for a housing subsidy for the months

of July, 2006 and August, 2006. The applicant testified that the Income Security Officer position in the community was now vacant and tenants were required to report their income directly to the Housing Association. She testified that no income had been reported on which to base the September, 2006 rent.

The applicant provided a copy of the tenant damage ledger in evidence which indicated a balance owing in the amount of \$395. The applicant provided numerous work orders and invoices documenting the repair work done. The applicant testified that the repairs were made necessary due to the negligence of the respondent or persons she permitted on the premises.

The applicant testified that the respondent had left the community on July 11, 2006 and had not returned. The applicant stated that the respondent's son was occupying the premises but was not listed on the tenancy agreement as a tenant or occupant. The applicant testified that the respondent had not given any indication that she intended to return to the community. The applicant stated that the respondent had left the community for extended periods of time in the past and returned only when the continuation of her tenancy agreement was in jeopardy.

I find the respondent in breach of her obligations to pay rent and repair damages to the premises. The application of the full unsubsidized rent in July, August and September is reasonable as the landlord or subsidy agent had no income information on which to base a rent geared to income. I find the rent arrears to be \$6604 but note that the applicant's subsidy agent is obliged to recalculate the rent for those months, based on the income of the household, should the

respondent report the income in accordance with the tenancy agreement. I find the repair costs of \$395 to be reasonable.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent has ignored her obligation to pay rent or report income for three months and could very well be considered to have abandoned the premises. When the supply of public housing is so limited, it is not reasonable to permit a public housing tenant to continue a tenancy while maintaining a residence elsewhere.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6604, repair costs of \$395 and terminating the tenancy agreement on October 20, 2006.

Hal Logsdon
Rental Officer