

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **BARBARA 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 -

BARBARA 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 three thousand three hundred four dollars (\$3304.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages in the amount of two hundred nine dollars and forty four cents (\$209.44).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of not less than three hundred dollars

(\$300.00), the first payment becoming due on December 1, 2006 and payable thereafter on the first day of every month, along with the rent, 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 16th day of November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

BARBARA MEMOGANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 15, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: November 15, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and 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 rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and to pay future rent on time.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5883. The ledger indicates that the full, unsubsidized rent was charged for the month of November, 2006. The applicant stated that she believed that the respondent had provided some income information to the Income Security Officer but the Association had not received any subsidy or been advised of the amount of rent due from the tenant.

The applicant provided a copy of the tenant damages ledger which indicated a balance of repair costs owing in the amount of \$209.44. A work order indicated that the bathroom door had been damaged and was repaired by the landlord. The applicant stated that the damages were caused by a person permitted in the premises by the respondent.

In the matter of rent, the evidence suggests that the respondent has probably provided income

information to the Income Security Officer. The application of the full, unsubsidized rent is therefore not appropriate. As the Income Security Officer has not yet advised the landlord or the tenant of the rent owing for November, 2006, I am unable to determine that amount. However the ledger shows rent arrears as at October 31, 2006 in the amount of \$3304.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$3304. I also find the tenant in breach of her obligation to repair damages to the rental premises and find the repair costs of \$209.44 to be reasonable.

The applicant suggested that the arrears could be paid in monthly installments of \$300, along with the rent. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3304 and repair costs in the amount of \$209.44. The tenant may pay these amounts in monthly payments of \$300, payable on the first day of each month, along with the rent, until the rent arrears and repair costs are paid in full. The first payment shall be due on December 31, 2006. 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 full payment of the outstanding amounts and termination of the tenancy agreement.

Hal Logsdon
Rental Officer