

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

REX GOOSE

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 nine dollars (\$809.00).
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 to the premises in the amount of eighty dollars and ninety four cents (\$80.94).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 69, Lot 12, Block 10, Ulukhaktok, NT shall be terminated on December 15, 2006 and the respondent shall

vacate the premises on that date, unless the rent arrears and repair costs in the total amount of eight hundred eighty nine dollars and ninety four cents (\$889.94) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of November, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

REX GOOSE

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 on November 6, 2006 but failed to appear at the hearing. 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 repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent arrears and repair costs were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$3607. The ledger indicates that the full, unsubsidized rent of \$1399 was applied in the months of October and November, 2006. The applicant stated that the Housing Association had not received their subsidy from the Department of Education, Culture and Employment but believed the respondent may have reported the household income for those months. The applicant explained that an Income Security Officer had been in the community recently, training a resident to fill the position. The Income Security Officer had met with a number of tenants to determine their rents and subsidies but had not yet notified the Housing Association of the results. The applicant's access to the program's information system has also been interrupted, making it impossible for her to determine if any income information was

provided by the respondent on which to base the rent.

Given the evidence, I can not assume that the respondent failed to provide any information to the Income Security Officer, justifying the application of the full unsubsidized rent. I am unable to determine what the rent should be for the months of October and November, 2006. I can determine from the evidence that at least \$809 is owing to the applicant for rent, calculated as follows:

Balance at September 30, 2006	\$2894
Payment 3/10/06	(880)
Payment 3/10/06	<u>(1205)</u>
Amount owing applicant for rent	\$809

In the matter of the repair costs, work orders indicate that a window was broken and boarded up and the respondent was assisted when he locked himself out of the premises. The balance owing is shown on the ledger to be \$80.94. The work order for the window repair is marked “tenant damage”. I have no evidence from the respondent that it was otherwise.

I find the respondent in breach of his obligation to pay rent and in breach of his obligation to repair damages to the rental premises. I find the rent arrears to be \$809 and the repair costs of \$80.94 to be reasonable. A previous order required the respondent to pay future rent on time. That order has also been breached. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$809 and repair costs in the amount of \$80.94. The tenancy shall be terminated on December 15, 2006 and the respondent shall vacate the premises on that date unless those amounts are paid in full.

Hal Logsdon
Rental Officer