

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

LISA ALIKAMIK

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 hundred one dollars (\$601.00).
2. 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 10th day of January,
2007.

Hal Logsdon
Rental Officer

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

LISA ALIKAMIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 10, 2007

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant
Lisa Alikamik, respondent
Randy Klengenberg, witness for the respondent

Date of Decision: January 10, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and by breaching article 20 of the written tenancy agreement between the parties. The premises are subsidized public housing. Article 20 of the tenancy agreement prohibits certain illegal acts in the rental premises.

20. Additional Obligations - Illegal/Criminal Activities

If a Tenant or an occupant of the premises is bootlegging or trafficking in an illicit substance, or conspiring or attempting, or aiding, abetting or counselling another person, to bootleg or to traffic in an illicit substance in the rental premises or the residential complex, then this will be cause for terminating this agreement.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2393. The full unsubsidized rent of \$1792 has been charged in the month of January, 2007.

The respondent testified that she had met recently with the community Income Security Officer and believed she had provided the household income information to permit the assessment of a subsidized rent for the month of January, 2007. The applicant acknowledged that the Income Security Officer had been experiencing some difficulties in the assessment of rents. The respondent acknowledged that, notwithstanding the January, 2007 rent, she was in arrears. The respondent stated that she had been on maternity leave and had gotten behind on rent due to

Christmas holidays but was returning to work in mid-February and intended to bring the account up to date as soon as possible.

The applicant provided a letter from the local RCMP officer in evidence, stating that Randy Klengenberg was charged with possession of marijuana for the purpose of trafficking and trafficking of marijuana. The letter indicated that the charge of trafficking was stayed in exchange for a guilty plea on the other charge and that Mr. Klengenberg was sentenced to six months in jail. The letter states that Mr. Klengenberg agreed that marijuana had been sold in the respondent's rental premises. Mr. Klengenberg is not a tenant but is listed on the tenancy agreement between the parties as an occupant.

The respondent testified that she was not at home when the search of the premises was done. She stated that there were no drugs found in the premises and that she was unaware that Mr. Klengenberg was engaged in any activity involving the sale of marijuana in the rental premises. Mr. Klengenberg testified that he never sold marijuana from the rental premises and that the marijuana discovered by the RCMP was on his person and not kept in the premises.

In my opinion, Mr. Klengenberg, an occupant of the rental premises, has trafficked in an illegal substance. Although he states that no sales of marijuana occurred in the rental premises, it appears that the agreed statement of facts presented to the Court contradicts that testimony.

However that statement of facts is not before me, nor is any transcript of the court, or sworn testimony of a witness with direct knowledge of the court case.

It is apparent from the testimony of the respondent that she was aware of the obligation imposed on her by article 20 of the tenancy agreement and made that obligation and the consequences of any breach known to Mr. Klengenber. It is also apparent from Mr.

Klengenber's testimony that he understood the possible consequences of a breach of article 20.

Most important, in my opinion, is the respondent's testimony regarding her lack of knowledge of Mr. Klengenber's dealings. If her testimony is credible it would be unreasonable to terminate her tenancy for an act of Mr. Klengenber which was unknown to her. I must also consider the fact that the respondent was not charged with any offence related to the seized marijuana.

On the balance of probabilities, I can not find that the respondent breached section 20 of the tenancy agreement. There is some doubt as to whether any transactions took place in the rental premises and if they did, whether the respondent had any knowledge of them.

In the matter of rent, there is enough evidence to lead me to believe that the income has been reported on which to base the January, 2007 rent and the application of the full unsubsidized rent is not reasonable. It would appear likely that the unsubsidized rent has been applied due to poor administration of the Income Security Program rather than the failure to the tenant to meet her

obligation to report income. I can not determine the January 2007 rent but find rent arrears to December 31, 2006 in the amount of \$601. In my opinion, considering the previous payment record and the upcoming employment of the respondent, the remedy of termination is not reasonable, provided the respondent can bring the account up to date in a reasonable period of time and the arrears do not increase.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$601 and to pay future rent on time. I leave it to the parties to arrange a mutually suitable payment plan for the arrears. The applicant is free to make a future application seeking termination if future rent is not paid or if the arrears are not paid in a timely fashion.

Hal Logsdon
Rental Officer