

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **JONAS LUCAS AND PATRICIA VOUDRACH**, Respondents;

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 **TUKTOYAKTUK, NT**.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JONAS LUCAS AND PATRICIA VOUDRACH**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of twelve thousand four hundred sixty four dollars and sixty two cents (\$12,464.62).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than four hundred dollars (\$400.00), the first payment being due on February 1, 2007 and payable thereafter, along with the monthly rent, on the first day of every month, until the rent arrears are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act* the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of January, 2007.

Rental Officer

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Hal Logsdon

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BETWEEN:

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Applicant/Landlord

-and-

**JONAS LUCAS AND PATRICIA VOUDRACH**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 11, 2007

**Place of the Hearing:** Tuktoyaktuk, NT via teleconference

**Appearances at Hearing:** Lucille Pokiak, representing the applicant  
Patricia Voudrach, respondent

**Date of Decision:** January 11, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order for payment of the alleged arrears and termination of the tenancy agreement. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$14,363.62. The full unsubsidized rent of \$1899 had been charged for the months of September, 2006 and January, 2007. The applicant stated that the landlord had not received any subsidy payment for these months resulting in the full unsubsidized rent being charged.

The respondent testified that she had reported the household income earned in July, 2006 which should have been used for the determination of the September, 2006 rent. The respondent stated that she had not yet reported the December, 2006 income on which the January, 2007 rent should be calculated. The respondent stated that she could pay the monthly rent plus an additional \$400 each month toward the arrears until the arrears were paid in full.

The application of the full unsubsidized rent for the September, 2006 is not reasonable. There is no evidence that the respondent failed to report the household income in order for a subsidized

rent to be calculated. When a tenant reports the household income, the calculated rent should be applied. I am unable to determine the rent for September, 2006.

The application of the full unsubsidized rent for January, 2007 is reasonable as the respondent has failed to report any income on which to base the rent. Should the respondent report the household income for that period, the rent shall be adjusted accordingly.

Ignoring the rent for September, 2006, I find rent arrears in the amount of \$12,464.62 calculated as follows:

Arrears as per ledger	\$14,363.62
less Sept/06 rent	<u>(1899.00)</u>
Amount owing	\$12,464.62

Due to the long period of time the landlord has permitted these arrears to accumulate without taking any action, the respondents should, in my opinion, be permitted an opportunity to pay the arrears over time.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$12,464.62. An order shall issue requiring the respondents to pay the arrears in monthly installments of at least \$400, payable on the first day of each month along with the rent until the rent arrears are paid in full. The first payment shall be due on February 1, 2007. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer