

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **JASON BATES**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JASON BATES**

Respondent/Tenants

**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 one thousand twenty four dollars and fifty three cents (\$1024.53).
2. Pursuant to section 43(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of seven hundred twenty nine dollars and fourteen cents (\$729.14).
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 no less than fifty dollars (\$50.00). The first installment shall be paid, along with the monthly rent, on February 1, 2007.

Payments shall be made no later than the first day of every month thereafter until this order is fully satisfied.

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 11th day of January, 2007.

Rental Officer

---

Hal Logsdon

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **JASON BATES**, 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:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JASON BATES**

Respondent/Tenant

**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  
Jason Bates, respondent

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

**REASONS FOR DECISION**

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 for payment of the alleged arrears and repair costs 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 \$2549.53. The applicant noted that the full unsubsidized rent of \$1557 had been charged for the month of January 2007. The applicant stated that a rent of \$32 should have been charged for January, 2007 resulting in a balance of rent owing of \$1024.53, calculated as follows:

Balance as per ledger	\$2549.53
less January/07 rent	(1557.00)
plus Jan/07 rent @ \$32/month	<u>32.00</u>
Balance owing	\$1024.53

The applicant also provided work orders outlining the repair work and testified that the work was made necessary due to the negligence of the respondent or persons permitted in the premises by the respondent. The outstanding amount of repair costs was \$729.14.

The respondent did not dispute the allegations and stated that he could pay the monthly rent plus an additional \$50 each month until the rent arrears and repair costs were paid.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises. I find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1024.53 and repair costs in the amount of \$729.14. The respondent may pay the rent arrears and repair costs in monthly installments of \$50, along with the rent, until the amounts are paid in full. The first payment shall be due on February 1, 2007 and payable on the first day of each month thereafter until this order is satisfied. The respondent is also ordered to pay the monthly rent on time.

Should the respondent fail to pay the rent on time or fail to make monthly payments in accordance with this order, the applicant may file another application seeking a order for any outstanding balance of arrears or repair costs and termination of the tenancy agreement.

---

Hal Logsdon  
Rental Officer