

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MICHELLE KANGEGANA**, 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 -

MICHELLE KANGEGANA

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 four hundred six dollars (\$406.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of seven hundred fifty dollars and twenty eight cents (\$750.28).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MICHELLE KANGEGANA**, 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-

MICHELLE KANGEGANA

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**

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

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 failing to repair damages to the premises. The applicant stated that the respondent had given notice to terminate the tenancy agreement so only an order for payment of the alleged arrears and repair costs was sought. 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 \$6506. The applicant noted that the full unsubsidized rent of \$1557 had been charged for the months of October, November and December, 2006 and January 2007. The applicant stated that a rent of \$32 should have been charged for each of those months resulting in a balance of rent owing of \$438. I find the applicant's figure in error and find rent arrears of \$406 calculated as follows:

Balance as per ledger	\$6506
less reversal of unsubsidized rent	(6228)
plus rent @ \$32/month	<u>128</u>
Balance owing	\$406

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 \$750.28.

I find the respondent in breach of her obligation to pay rent and her 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 \$406 and repair costs in the amount of \$750.28.

Hal Logsdon
Rental Officer