

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **DEBBIE ANN PINGO**, 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 -

**DEBBIE ANN PINGO**

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 seven thousand six hundred forty eight dollars (\$7648.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred fifty five dollars and thirty six cents (\$255.36).
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 413, Tuktoyaktuk, NT

shall be terminated on November 30, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of seven thousand nine hundred three dollars and thirty six cents (\$7903.36) are paid in full.

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 31st day of October, 2007.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**DEBBIE ANN PINGO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 24, 2007**

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

**Appearances at Hearing:**                      **Veryl Gruben, representing the applicant**

**Date of Decision:**                      **October 24, 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 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 paid in full.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$7648. The full unsubsidized rent of \$1165 has been applied for the months of April, May, June, July, August and September, 2007. The applicant stated that the respondent had failed to report any income to the Income Security Officer in order to determine the rent for these months. She stated that a copy of the report provided by the Income Security Officer indicated that the assistance had been declined by the respondent meaning that the respondent had failed to report any income.

The applicant also provided a copy of the tenant damages ledger which indicated a balance owing in the amount of \$255.36. A work order entered in evidence indicates that repairs were made to two bedroom doors. The applicant testified that the damages were the result of the tenant's negligence.

I find the rent ledger in order and find the respondent in breach of her obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$7648. Should the respondent report the household income in accordance with the tenancy agreement, the applicant shall adjust the rent owing accordingly.

I also find the tenant damage ledger to be in order and find the repair cost of \$255.36 to be reasonable. 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 \$7648 and repair costs in the amount of \$255.36. The tenancy agreement between the parties shall be terminated by order on November 30, 2007 unless the rent arrears and repair costs in the total amount of \$7903.36 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer