

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **CHRISTOPHER FELIX**, 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 -

CHRISTOPHER FELIX

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 nine thousand six hundred ninety one dollars and ninety two cents (\$9691.92).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand four hundred nine dollars and sixty eight cents (\$1409.68).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears and repair costs in monthly payments of no less than two hundred dollars

(\$200.00), the first payment becoming due on November 15, 2007 and payable thereafter no later than the fifteenth day of every month until the rent arrears 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 1st day of November, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

CHRISTOPHER FELIX

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
Christopher Felix, respondent**

Date of Decision: **October 24, 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 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 premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$11,932.92. The full unsubsidized rent of \$2241 has been charged for the month of December, 2006. The applicant was not sure why the full rent had been assessed and the respondent stated that he believed the household income had been reported so that a subsidized rent could be calculated.

The applicant also provided a copy of the tenant damage ledger which indicated a balance owing in the amount of \$1409.68. Work orders were also provided by the applicant in evidence which provided details of the repairs and costs. The applicant stated that the repairs were required due to the negligence of the respondent or persons he permitted in the rental premises. The respondent did not dispute the repairs or the costs.

I am not able to determine the rent for December, 2006. Ignoring the rent for that month, I find rent arrears of \$9691.92, calculated as follows:

Balance as per rent ledger	\$11,932.92
Less assessment for December/06	<u>(2241.00)</u>
Rent arrears	\$9691.92

I find the tenant damage ledger in order and find the costs of repair to be reasonable. I find the total repair costs owing to be \$1409.68.

The respondent stated that he could afford to pay the rent arrears and repair costs in monthly installments of \$200 in addition to the monthly assessed rent. As these arrears have accumulated over a considerable period of time, in my opinion, the respondent should be permitted to continue the tenancy and pay the arrears over time.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$9691.92 and repair costs of \$1409.68 in monthly payments of \$200. The first payment shall be due on November 15, 2007 and future payments shall be made no later than the fifteenth day of every month until the rent arrears and repair costs are paid in full. The respondent is also ordered to pay the monthly assessed rent on time.

Should the respondent fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the respondent may make another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer