

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **WILLIAM JOSS**, 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 **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

WILLIAM JOSS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two thousand three hundred sixty six dollars and thirty four cents (\$2366.34).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **WILLIAM JOSS**, Respondent.

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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

WILLIAM JOSS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 12, 2007

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: December 13, 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 his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to his former rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and to pay future rent on time.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$2782. The full unsubsidized rent of \$1392 has been charged for the months of April, 2007 and December, 2007. The applicant stated that the Income Security Officer position in the community had been vacant for some time. The applicant was unsure if the respondent had reported the household income in accordance with the tenancy agreement in order to calculate rents based on income for those months.

I am unable to determine from the evidence if the respondent has complied with his obligation to report the household income as there is no information available from the Income Security Officer. The fact that the landlord has not received their subsidy for those months does not necessarily justify the application of the full unsubsidized rent. Consequently, I can not consider the full unsubsidized rent to be reasonable nor can I determine what the rent for April and

December, 2007 should be. Ignoring those months I find no rent arrears. In fact the respondent would have a credit balance of \$2.

While it is true that the rent is not paid on time every month, the ledger appears to indicate that, with a few minor exceptions, the respondent's share is paid on the same day as the subsidy is received. The tenant can not know his share of the rent until the subsidy is calculated. Therefore the tardiness of payment appears to be the result of the administration of the Public Housing Rental Housing Subsidy Program. I can not find the respondent seriously in breach of his obligations regarding rent and therefore no order shall issue in that regard.

The applicant provided a copy of the tenant damage ledger which indicated a balance owing in the amount of \$2366.34. Two work orders provided in evidence indicate that graffiti had to be removed from the walls of the respondent's former premises and the unit repainted. The tenant was transferred from that unit to the current one due to family size in accordance with article 3 of the tenancy agreement. I find the work was made necessary due to the tenant's negligence and the costs reasonable.

I find the respondent in breach of his obligation to repair damages to the premises and find the repair costs to be \$2366.34. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$2366.34.

Hal Logsdon
Rental Officer