

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

**CLARA BATES**

Respondent/Tenant



**ORDER**


IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e), 84(3) and 83(2) of the *Residential Tenancies Act*, the previous order (file #20-6328, filed on October 25, 2000) is rescinded and the respondent shall pay the applicant rent arrears in the amount of twenty two thousand three hundred seventy dollars and fifty cents (\$22,370.50) and repair costs in the amount of nine hundred forty three dollars and forty cents (\$943.40). The rent arrears and repair costs shall be paid in monthly installments of no less than one hundred dollars (\$100.00) payable no later than the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due no later than September 30, 2008.
2. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as Unit 108, Tuktoyaktuk, NT shall be terminated on September 30, 2008 and the respondent shall vacate the premises on that date, unless the household income for the months of May, June and July, 2008 is reported to the subsidy agent in accordance with the tenancy agreement.

3. 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 12th day of September, 2008.



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Hal Logsdon  
Rental Officer

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BETWEEN:

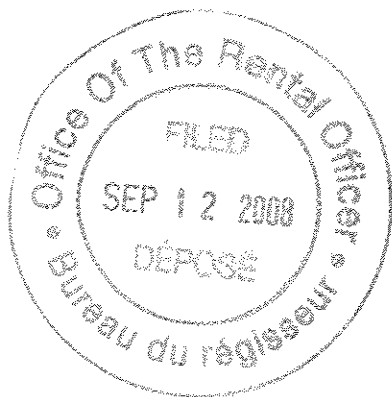
**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**CLARA BATES**

Respondent/Tenant



**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2008

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

**Appearances at Hearing:** Lucille Pokiak, representing the applicant  
Clara Bates, respondent

**Date of Decision:** September 9, 2008

### **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.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$22,370.50. The full unsubsidized rent has been applied in the months of June, July and August, 2008. The applicant stated that the respondent had failed to provide any income information on which to set a subsidized rent for those months.

The applicant also provided a copy of the tenant damage ledger in evidence which indicated a balance owing in the amount of \$1074.53. Work orders were also provided in evidence indicating the nature of the work completed and the costs.

The respondent questioned why the full unsubsidized rent had been applied so frequently but upon a close review of the ledger acknowledged that it had only been applied in June, July and August, 2008. The respondent acknowledged that she had failed to report any household income information on which to base the rent for those months.

The respondent disputed two work orders involving repairs to the entry door. The respondent

stated that the damage was not due to negligence but caused by frost build-up on the door which made it difficult to shut or open. I agree with the respondent that these two work orders do not represent damage and shall deny the repair costs of \$31.76 and \$99.37, bringing the repair costs down to \$943.40.

A previous order (file #20-6328, filed on October 25, 2000) required the respondent to pay the applicant rent arrears and repair costs in monthly installments of \$100 until the arrears and repair costs were paid in full. This order has been breached. The applicant agreed to the issuance of a new order permitting the respondent to pay the rent arrears and repair costs in monthly installments of \$100 rather than rescind the previous order and order the lump sum payment of the balance.

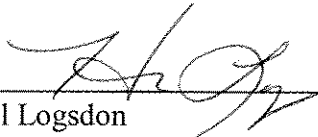
I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the rental premises. I find the application of the full unsubsidized rent to be reasonable but note that it will be adjusted to a rent based on the household income should the respondent report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$22,370.50. I find the adjusted repair costs of \$943.40 to be reasonable. I also find the respondent in breach of her obligation to report the household income. In my opinion, this is a serious breach and is sufficient to warrant the termination of the tenancy agreement unless corrected.

An order shall issue terminating the tenancy agreement on September 30, 2008 unless the respondent complies with her obligation to report the household income for the months of May,

June and July, 2008 in accordance with the tenancy agreement. The respondent is also ordered to pay the monthly rent on time and to pay the rent arrears and repair costs totalling \$23,313.90 in monthly payments of at least \$100. The first payment of rent arrears and repair costs shall be due on September 30, 2008 and shall be payable thereafter no later than the last day of every month until the rent arrears and repair costs are paid in full.

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

This decision was made known to the parties at the conclusion of the hearing and the parties were informed that the written order would be sent to them by registered mail.

  
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Hal Logsdon  
Rental Officer