

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

JENNY PINGO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e) and 84(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand five hundred seventy eight dollars (\$3578.00) and repair costs in the amount of one hundred eighty one dollars and twenty nine cents (\$181.29). The respondent shall pay the rent arrears and repair costs in monthly installments of no less than one hundred dollars (\$100.00) payable on the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on September 30, 2009.

2. 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 2nd day of September, 2009.

Hal Logsdon
Rental Officer

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-and-

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REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | August 21, 2009 |
| <u>Place of the Hearing:</u> | Tuktoyaktuk, NT via teleconference |
| <u>Appearances at Hearing:</u> | Lucille Pokiak, representing the applicant Jenny Pingo, respondent |
| <u>Date of Decision:</u> | August 21, 2009 |

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 premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. 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 \$3578 and repair costs in the amount of \$181.29. Work orders outlining the damages to the premises and repair work performed were provided in evidence. The applicant stated that the repairs were made necessary due to the negligence of the respondent.

The applicant stated that all of the assessed rent was based on the household income of the respondent.

The respondent did not dispute the allegations. The respondent stated that she could pay the monthly rent plus another \$100 every month until the rent arrears and repair costs were paid. The applicant agreed to the payment schedule and withdrew the request to terminate the tenancy.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to repair damages to the premises. I find rent arrears in the amount of \$3578 and repair costs of \$181.29.

An order shall issue requiring the respondent to pay the applicant the rent arrears and repair costs in monthly installments of \$100 on the last day of every month until the rent arrears and repair costs are paid in full and to pay the monthly rent on time. The first payment of arrears shall be due on September 30, 2009.

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 applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer