

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and **RACHEL LISKE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act")and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **BEHCHOKO, NT.**

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

RACHEL LISKE

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 three thousand three hundred seventy two dollars and eighty five cents (\$3372.85).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of twenty six dollars and seventy five cents (\$26.75).
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 3rd day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
RACHEL LISKE, 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.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

RACHEL LISKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 7, 2011

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Rose Dryneck, representing the applicant
Rachel Liske, respondent

Date of Decision: April 7, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay repair costs. 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 withdrew their request for an order 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 \$5670.85 and repair costs in the amount of \$158.35. The full unsubsidized rent of \$1149 has been applied in March and April, 2011. The applicant stated that the respondent had not submitted any income information to enable a subsidized rent to be calculated for those months. The applicant testified that \$26.75 represented a charge for a lock-out but was unable to determine the cause of the remaining repair charges.

The respondent stated that she had reported her household income. She had no dispute with the lock-out charges or the rent for months other than March and April, 2011.

It appears that the required income information was provided by the respondent but due to a fax transmission problem was not entirely legible. It does not appear that the respondent was made aware of the problem. I find it difficult to find the respondent in breach of her obligation to report income given these circumstances and do not think the application of the full unsubsidized rent is

reasonable. I am unable to determine the proper rent assessments for these months as there was no income information available at the hearing. Ignoring March and April, 2011, I find rent arrears of \$3372.85 calculated as follows:

Balance as per ledger	\$5670.85
Less March/11 rent	(1149.00)
Less April/11 rent	<u>(1149.00)</u>
Total	\$3372.85

I find the lock out charges of \$26.75 to be reasonable. The remaining repair costs are denied as the applicant had no details of the repairs undertaken.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3372.85 and repair costs of \$26.75 and to pay future rent on time.

Hal Logsdon
Rental Officer