

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **GEORGE KRENGNEKTAK AND MORIYA KRENGNEKTAK**, Respondents;

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

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

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

GEORGE KRENGNEKTAK AND MORIYA KRENGNEKTAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of ten thousand nine hundred eighty dollars and forty two cents (\$10,980.42).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of January, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **GEORGE KRENGNEKTAK AND MORIYA KRENGNEKTAK**, Respondents.

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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

GEORGE KRENGNEKTAK AND MORIYA KRENGNEKTAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 22, 2013

Place of the Hearing: Paulatuk, NT

Appearances at Hearing: Marjorie Hansen, representing the applicant
Eileen Ruben, representing the applicant
Moriya Krengnektak, respondent
George Krengnektak, respondent

Date of Decision: January 30, 2014

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time. The premises are subsidized public housing.

The applicant alleged that the balance of rent owing was \$12,932.04. The applicant stated that all of the assessed rent had been adjusted to the reported household income and calculated with reference to the approved rent scale. The applicant also stated that the balance did not include any charges other than the monthly assessed rent.

The applicant provided 14 tenancy agreements in evidence. The initial tenancy agreement commenced on November 1, 1992 and was between the applicant and Moriya Wolki as sole tenant. It appears that agreement was in place until May 1, 2006 when it was superceded by a tenancy agreement between the applicant and the respondents as joint tenants. It was followed by the other tenancy agreements which were all joint agreements with the respondents. The applicant has not segregated the sole tenancy from the joint tenancies, treating them as one. The balance owing at April 30, 2006 was \$1219.75.

The applicant provided 54 pages of ledger copies in evidence many of which were not presented in chronological order. After assembling the ledger in order, it indicated a balance owing as at October 31, 2013 of \$12,932.04.

Two additional ledger pages provided in evidence by the applicant appear to be duplicates except for a credit of \$32. It appears that when the missing payment was discovered, the sheets were amended to include the \$32 payment but not discarded.

The applicant also included a 3 page "lease balance statement" indicating a balance as at October 8, 2013 of \$13,663.93.

Another two page "lease balance statement" was provided showing a balance as at April 3, 2013 of \$435.64. This statement opened with a balance of \$0 on April 1, 2012. All of the credits on this statement appear on the 54 page ledger.

The applicant also included "invoice[17651]" dated September 1, 2012 in evidence which indicated a balance owing of \$12,056.62.

The full unsubsidized rent had been applied on numerous occasions, often for six consecutive months or more. The unsubsidized rents were subsequently adjusted retroactively.

The respondents did not specifically dispute the allegations. They were as confused by the accounting as the applicant appeared to be. The poor accounting and the repeated application of the full unsubsidized rent and subsequent adjustments created a record of rent which would be incomprehensible to most tenants.

Some of the rent arrears, namely \$1219.75, accrued when Ms Krengnektak (then Wolki) was the sole tenant. They are not the responsibility of the joint tenants. That sole tenancy agreement ended on May 1, 2006. The six month limitation on applications contained in section 68 of the *Residential Tenancies Act* requires that an application be made within 6 months. I see no reason to extend this limitation. These rent arrears shall not be considered.

I find the 27 pages of tenant ledger from May 1, 2006 to the date of the hearing to be a continuous record of rent and payments. This document can be reconciled with the 3 page "lease balance statement. The remaining documents are clearly inaccurate, however all of the credits appear on the 27 page ledger. I shall not consider these documents as they are irreconcilable with the continuous ledger except for the credits.

Notwithstanding the testimony of the applicant, the 27 page ledger does contain repair costs of \$731.87. The debit was introduced in the April 1, 2009 opening balance and has not been reversed. These repair costs are unsupported by any evidence as to what damages were done what repairs were made, or what component costs were incurred. The relief for repair costs of \$731.87 contained on the ledger is denied.

After much effort, I am confident that the rent arrears are \$10,980.42 calculated as follows:

Balance as per ledger	\$12,932.04
Less arrears prior to May 01/06	(1219.75)
Less repair costs	<u>(731.87)</u>
Amount owing applicant	\$10,980.42

An order shall issue requiring the respondents to pay the applicant rent arrears of \$10,980.42 and to pay future rent on time.

Hal Logsdon
Rental Officer