

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
LILY ANN GREEN AND RUBEN GREEN, 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 -

LILY ANN GREEN AND RUBEN GREEN

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 sixty seven thousand four hundred thirty four dollars and forty two cents (\$67,434.42).
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 7th day of January,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
LILY ANN GREEN AND RUBEN GREEN, 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-

LILY ANN GREEN AND RUBEN GREEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 22, 2013**

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

Appearances at Hearing: **Eileen Ruben, representing the applicant**
 Marjorie Hansen, representing the applicant
 Lily Ann Green, respondent
 Ruben Green, respondent

Date of Decision: **October 22, 2013**

REASONS FOR DECISION

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and repair costs and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance owing in the amount of \$77,499.52. The applicant stated that repair costs, alleged to be \$5032.55 were included in that balance but had been entered on the statement twice. The applicant stated that the rent arrears were therefore \$67,434.42 calculated as follows:

As per ledger	\$77,499.52
less double entry for repairs	(5032.55)
less repair costs	<u>(5032.55)</u>
Rent arrears	\$67,434.42

A corrected tenant ledger card showing that amount of rent owing was provided in evidence.

The applicant testified that all of the assessed rent had been calculated based on the household income of the respondents in accordance with the approved rent scale.

The applicant did not provide any evidence regarding the alleged tenant damages or repair costs.

It was not possible to determine the nature of the alleged damages, the cost of the repairs or when the repairs were made.

The respondents disputed the repair costs, stating that the repairs were made necessary due to normal wear and tear. The respondents did not dispute the rent arrears.

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$67,434.42. The applicant's request for repair costs is denied. There is no evidence to support that these repairs were the result of the respondents' negligence or if the repairs costs were reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$67,434.42 and to pay future rent on time.

Hal Logsdon
Rental Officer