

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **DAN JOSS**, 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 **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

DAN JOSS

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 one thousand one hundred thirty four dollars (\$1134.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one hundred sixty eight dollars and eighteen cents (\$168.18).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than one hundred fifty

dollars (\$150.00), payable along with the monthly rent on the first day of each month until the rent arrears and repair costs are paid in full. The first payment shall be due on January 1, 2007.

4. 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 8th day of December, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

DAN JOSS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 5, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant
Wilma Memogana, witness for the applicant

Date of Decision: December 5, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 which were caused by the respondent's negligence or persons the respondent permitted on the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent and repair costs were paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$2926. The full unsubsidized rent of \$1792 was charged for December, 2006. The applicant's witness testified that the respondent's household income had been reported but the rent for December, 2006 had not been calculated. She could not state what the rent for December would be.

The applicant also provided a copy of the tenant damage ledger which indicated a balance of tenant damage costs owing in the amount of \$168.18. Work orders and invoices were also provided in evidence documenting the work performed and the costs incurred by the landlord.

As the respondent has reported the household income in accordance with the tenancy agreement the full unsubsidized rent should not be applied. The December, 2006 rent can not be determined. I find the rent arrears as at November 30, 2006 to be \$1134.

I find the tenant damage ledger in order and find the balance owing to the applicant to be \$168.18. In my opinion, the repairs are the result of negligence and not normal wear and tear and the repair costs are reasonable.

I find the respondent in breach of his obligation to pay rent and in breach of his obligation to repair tenant damage to the premises. The applicant stated that they would be satisfied to continue the tenancy agreement if the monthly rent was paid plus an additional \$150/month.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs totalling \$1302.18. The respondent may pay the rent arrears and repair costs in monthly installments of no less than \$150.00, payable along with the monthly rent on the first day of each month until the rent arrears and repair costs are paid in full. The first payment shall be due on January 1, 2007. The respondent is also ordered to pay future rent on time.

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 make another application seeking the full payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer