

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **KEVIN ST. AMAND**, 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:

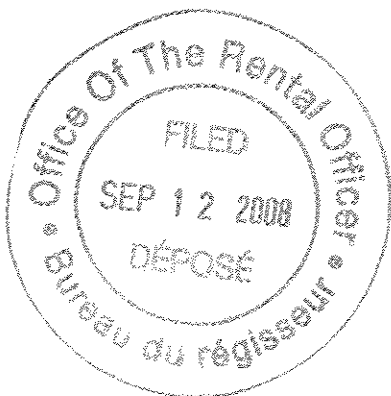
TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

KEVIN ST. AMAND

Respondent/Tenant



ORDER

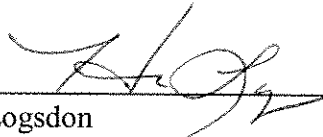
IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of ten thousand four hundred twelve dollars (\$10,412.00) and repair costs in the amount of eleven dollars and thirty three cents (\$11.33). The rent arrears and repair costs shall be paid in monthly installments of no less than one hundred dollars (\$100.00) payable no later than the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due no later than September 30, 2008.
2. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 182, Tuktoyaktuk, NT

shall be terminated on September 30, 2008 and the respondent shall vacate the premises on that date, unless the household income for the months of June and July, 2008 is reported to the subsidy agent in accordance with the tenancy agreement.

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 12th day of September, 2008.



Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **KEVIN ST. AMAND**, 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:

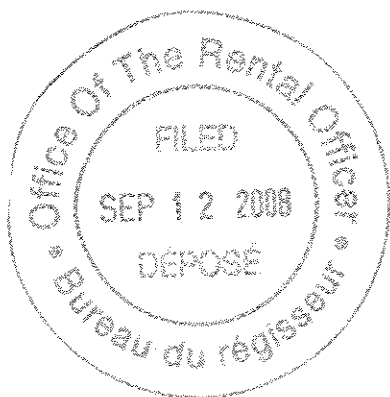
TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

KEVIN ST. AMAND

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: September 9, 2008

Place of the Hearing: Tuktoyaktuk, NT

Appearances at Hearing: Lucille Pokiak, representing the applicant
Kevin St. Amand, respondent

Date of Decision: September 9, 2008

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 rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$10,412. The full unsubsidized rent has been applied in the months of April, July and August, 2008. The subsidy agent confirmed that the April rent was based on the household income reported by the applicant but the July and August rents were set at the full unsubsidized rate because the respondent failed to provide any income information on which to base a subsidized rent.

The applicant also provided a copy of the tenant damage ledger in evidence which indicated a balance owing in the amount of \$11.33. A work order, presented in evidence, indicates that the work involved the repair of a damaged light switch.

The respondent did not dispute the allegations. The respondent offered to pay the arrears and repair costs in installments of \$100/month and to pay the monthly rent on time until the rent arrears were paid in full. The applicant agreed to the arrangement.

I find the ledgers in order and find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the rental premises. I find the application of the full unsubsidized rent to be reasonable but note that it will be adjusted to a rent based on the household income should the respondent report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$10,412. I find the repair costs of \$11.33 to be reasonable. I also find the respondent in breach of his obligation to report the household income. In my opinion, this is a serious breach and is sufficient to warrant the termination of the tenancy agreement unless corrected.

An order shall issue terminating the tenancy agreement on September 30, 2008 unless the respondent complies with his obligation to report the household income for the months of June and July, 2008 in accordance with the tenancy agreement. The respondent is also ordered to pay the monthly rent on time and to pay the rent arrears and repair costs totalling \$10,423.33 in monthly payments of at least \$100. The first payment of rent arrears and repair costs shall be due on September 30, 2008 and shall be payable thereafter no later than the last day of every month until the rent arrears and repair costs are paid in full.

Should the respondent fail to pay the monthly rent on time or pay the arrears and repair costs in accordance with this order, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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

informed that the written order would be sent to them by registered mail.



Hal Logsdon
Rental Officer