

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ISAAC INUKTALIK**, 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 -

ISAAC INUKTALIK

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 four hundred thirty six dollars (\$1436.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three hundred twenty five dollars (\$325.00).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears and repair costs in monthly installments of no less than fifty dollars (\$50.00). The first payment shall be due on October 31, 2008 and payments shall be made every

month thereafter no later than the last day of each month, until the rent arrears and repair costs are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of October, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ISAAC INUKTALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 30, 2008

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant
Isaac Inuktalik, respondent

Date of Decision: September 30, 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 between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1836. The applicant testified that a payment of \$400 had been received that had not been posted to the ledger, bringing the balance of rent owing to \$1436.

The applicant also provided a copy of the tenant damages ledger in evidence which indicated a balance of repair costs owing in the amount of \$325. Work orders were also presented in evidence by the applicant outlining the work performed and the repair costs. The applicant testified that the repairs were necessary due to the negligence of the tenant.

The respondent did not dispute the allegations and stated that he could pay the monthly rent plus an additional \$50 each month until the rent arrears were paid in full. The applicant accepted the offer and withdrew the request for an order terminating the tenancy agreement.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1436.

I find the repair costs to be necessary due to the negligence of the tenant and find the balance of

the repair costs to be \$325. I find the repair costs to be reasonable

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears and repair costs in monthly installments of at least \$50. The first payment of arrears and repair costs shall be due on October 31, 2008. Payments shall continue to be made every month, no later than the last day of the month, until the rent arrears and repair costs are paid in full.

Should the respondent fail to pay the monthly rent on time or fail to 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.

Hal Logsdon
Rental Officer