

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **KELLY FELIX**, 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 -

KELLY FELIX

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 fifteen thousand six hundred twenty three dollars (\$15,623.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of forty eight dollars and forty three cents (\$48.43).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #196, Tuktoyaktuk, NT shall be terminated on September 30, 2009 and the respondent shall vacate the premises

on that date, unless the rent arrears and the repair costs in the total amount of fifteen thousand six hundred seventy one dollars and forty three cents (\$15,671.43) are paid in full.

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 27th day of August, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **KELLY FELIX**, 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-

KELLY FELIX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 21, 2009

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant
Kelly Felix, respondent

Date of Decision: August 27, 2009

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 premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and repair costs were paid promptly. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$15,623 and repair costs owing in the amount of \$48.43. The applicant stated that all of the rent assessments are based on the household income of the respondent. Work orders and invoices were also submitted in evidence detailing the damages done to the premises and the repairs undertaken by the applicant. The applicant testified that the damages to the premises were caused by the tenant's negligence or by the negligence of others who were permitted on the premises by the tenant.

The respondent entered into an agreement with the applicant to pay the rent arrears in monthly payments of \$50 along with the monthly assessed rent with payments to commence in April, 2009. The ledger indicates that no payments of rent or arrears were made until June, 2009 and the arrears have increased by over \$3000 since the agreement was executed.

The respondent did not dispute the allegations and asked that he again be allowed to pay the rent arrears in monthly installments. The applicant requested that the respondent be given to

September 30, 2009 to pay the total amount owing.

I find the ledger in order and find the rent arrears to be \$15,623. I find the repairs were made necessary due to the negligence of the respondent and find the repair costs of \$48.43 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent has been given an opportunity to pay the arrears through very low monthly payments but breached the agreement. Since the agreement was made the rent arrears have continued to climb. The evidence does not indicate a willingness on the part of the respondent to pay the assessed rent or address the arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$15,623 and repair costs of \$48.43 and terminating the tenancy agreement on September 30, 2009 unless those amounts are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer