

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

CHRISTOPHER FELIX

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3), 41(4)(a) and 42(3)(e) of the *Residential Tenancies Act*, the previous order (file #20-9726, filed on November 2, 2007) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of twenty thousand thirty five dollars and ninety two cents (\$20,035.92) and repair costs in the amount of one thousand sixty one dollars and eighty three cents (\$1061.83).
2. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #104, Tuktoyaktuk, NT shall be terminated on September 30, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total

amount of twenty one thousand ninety seven dollars and seventy five cents (\$21,097.75)
are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of August,
2009.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

CHRISTOPHER 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
Christopher Felix, respondent

Date of Decision: August 21, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises and failing to pay rent and repair costs in accordance with a previous order. 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 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 \$20,035.92 and repair costs owing in the amount of \$1061.83. 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.

A previous order (file #20-9726, filed on November 2, 2007) ordered the respondent to pay repair costs and rent arrears in monthly installments of \$200 and pay the monthly rent on time. The ledger indicates that this order has been breached.

The respondent questioned a number of entries on the ledger representing the full unsubsidized rent. My review of the ledger has found that all of these entries have subsequently been adjusted to the tenant's household income. The respondent did not dispute the damages to the premises or

the repair costs.

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 June, 2009. The ledger indicates that no payments have been made. No payments of rent have been made by the respondent since February, 2009.

I find the ledger in order and find the rent arrears to be \$20,035.92. I find the repairs were made necessary due to the negligence of the respondent and find the repair costs of \$1061.83 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 and failed to make even the first installment. 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 rescinding the previous order and requiring the respondent to pay the applicant rent arrears of \$20,035.92 and repair costs of \$1061.83 and terminating the tenancy agreement on September 30, 2009 unless those amounts are paid in full.

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

Hal Logsdon
Rental Officer