

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

REX NOKSANA

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 twenty thousand eight hundred forty three dollars (\$20,843.00).
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 thousand one hundred ninety nine dollars and eight cents (\$1199.08).
3. 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 #154,

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 twenty two thousand forty two dollars and eight cents (\$22,042.08) 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

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

REX NOKSANA

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

Date of Decision: August 21, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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. 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 \$21,989 and repair costs owing in the amount of \$1199.08. Work orders and invoices were also submitted in evidence detailing the damages done to the premises and the repairs undertaken by the applicant.

The full unsubsidized rent of \$1146 has been applied for the month of August, 2009. The applicant could not say with certainty if the rent was assessed at that amount because the respondent failed to report any income information or whether the rent was based on income which had been reported by the respondent. During other hearings the applicant noted that the subsidy agent had been on vacation during the month.

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.

I do not find sufficient evidence to justify the application of the full unsubsidized rent in August, 2009. There is no direct evidence that the respondent has failed to report any income information and no evidence that the rent was based on the respondent's reported income. I am unable to determine what the rent for August, 2009 should be as there was no information available to me at the hearing. Ignoring the August, 2009 rent, I find the rent owing as at July 31, 2009 to be \$20,843.

I find that the repairs were made necessary due to the tenant's negligence and find the repair costs of \$1199.08 to be reasonable.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The magnitude of the arrears are enormous and there has been no rent paid whatsoever since February, 2009. The damages to the premises is significant. The applicant requested that the respondent be allowed until September 30, 2009 to pay the arrears and repair costs.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$20,843 and repair costs of \$1199.08 and terminating the tenancy agreement on September 30, 2009 unless those amounts are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer