

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

VIETA PANAKTALOK

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 ten thousand six hundred seventy four dollars and fifty cents (\$10,674.50).
2. 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 #176, Tuktoyaktuk, NT shall be terminated on October 31, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of ten thousand six hundred seventy four dollars and fifty cents (\$10,674.50) are paid in full.

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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 28th day of August, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

VIETA PANAKTALOK

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
Vieta Panaktalok, respondent

Date of Decision: August 28, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears 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 \$14,902.50. The full unsubsidized rent has been charged in November, 2008 and in August, 2009. The applicant stated that she assumed that the respondent had not reported any household income information, resulting in the application of the full unsubsidized rent. The applicant also stated that the respondent had been asked to meet with the landlord to arrange a payment schedule for the arrears but had failed to do so.

The respondent stated that she had provided the household income required to assess the rent in November, 2008 and August, 2009. She stated that her partner was trying to arrange a loan with his employer to pay the rent arrears.

The evidence suggests that the application of the full unsubsidized rent in November, 2008 and August, 2009 is unreasonable. The applicant stated that the November, 2008 subsidy was declined by the subsidy agent but had no direct knowledge of what, if any income information was provided. The applicant had no advice from the subsidy agent for the August, 2009 rent and

stated that the subsidy agent had been on vacation. There was no information available at the hearing to enable me to determine the appropriate rent for those months. Ignoring those months I find the rent arrears to be \$10,674.50, calculated as follows:

Balance as per ledger	\$14,902.50
less Nov/08 rent	(2,116.00)
less Aug/09 rent	<u>(2,112.00)</u>
Balance	\$10,674.50

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$10,674.50.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. Despite numerous notices and requests to arrange a payment plan, no rent has been paid since March, 2009. The applicant suggested the respondent be given an opportunity to pay the amount owing by October 31, 2009.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$10,674.50 and terminating the tenancy agreement on October 31, 2009 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer