

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and  
**JOHN NAKIMAYAK AND JOSIE GREEN**, Respondents;

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 **PAULATUK, NT**.

BETWEEN:

**PAULATUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JOHN NAKIMAYAK AND JOSIE GREEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of ten thousand two hundred seventy two dollars (\$10,272.00).
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as unit QC-2, Paulatuk, NT shall be terminated on August 31, 2009 and the respondents shall vacate the premises on that date, unless the respondents report the household income information to the subsidy agent in accordance with article 6 of the tenancy agreement for the months of April, May and

June, 2009.

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 6th day of August, 2009.

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Hal Logsdon  
Rental Officer

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Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 30, 2009

**Place of the Hearing:** Paulatuk, NT via teleconference

**Appearances at Hearing:** Keith Dowling, representing the applicant  
Eileen Ruben, representing the applicant  
Phoebe Ruben, witness for the applicant

**Date of Decision:** August 6, 2009

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent arrears in the amount of \$79,319.95. The full unsubsidized rent has been applied in every month from July, 2007. The applicant's witness, the subsidy agent, testified that she had received income information from the respondents to enable her to calculate a rent based on income for all months except May, June and July, 2009 but that she had not had time to calculate the rents or advise the landlord of the adjustments. The applicant's witness testified that the respondents had not provided any income information for April, May or June, 2009. The rent is calculated based on the household income earned in the prior month.

Article 6 of the tenancy agreement obligates the tenant to report the household income.

#### **6. Tenant's Income**

The Tenant promises to provide a subsidy agent appointed by the Landlord with an accurate report of the Tenant's income, the income of any occupant of the Premises, the

size of the Tenant's family, and the number of occupants residing on the Premises, whenever, and as often as, the subsidy agent requests such a report.

The applicant stated that the respondents had entered into a repayment agreement to pay the arrears in monthly installments of \$200 but had failed to make payments in accordance with the agreement. The ledger indicates that the last payment of rent was made in June, 2009.

I find the respondents in breach of their obligation to pay rent and their obligation to report income in accordance with the tenancy agreement. I am unable to determine what the rents should be for the months of July, 2007 to April, 2009. These rents have not been calculated by the subsidy agent and there was no income information available at the hearing to enable me to determine the rents. I note that the balance of rent immediately prior to July, 2007 was only \$3.95 and it appears that balance is not related to this tenancy agreement but a former tenancy agreement between the applicant and Ms Green as sole tenant. However, I find the application of the full unsubsidized rent for the months of May, June and July, 2009 to be reasonable and find the balance owing from those months to be \$10,272. I note however, that should the respondents report their household income, the landlord is obligated to adjust the rents in accordance with the *GNWT Public Housing Rental Subsidy Program*.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$10,272. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the respondents report their income promptly. The very basis of the *Public Housing Program* is to provide housing at a rent that is based on income. Therefore an order shall issue terminating

the tenancy agreement on August 31, 2009 unless the household income for April, May and June, 2009 is reported in accordance with article 6 of the tenancy agreement. The respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer