

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
NORMA WOLKI, 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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

NORMA WOLKI

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand four hundred sixty dollars (\$2460.00). The respondent may pay the rent arrears in monthly installments of three hundred dollars (\$300.00), payable no later than the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 2009.
2. 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.

Hal Logsdon
Rental Officer

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BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

NORMA WOLKI

Respondent/Tenant

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
Norma Wolki, respondent

Date of Decision: August 6, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent 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 \$50,699.32. The full unsubsidized rent has been applied in every month since June, 2008. The ledger indicates that the last payment of rent was made in July, 2008.

The applicant stated that the respondent had been contacted on numerous occasions since April, 2009 in writing, in person and by phone, to remind her of her obligation to pay rent. None of the efforts to collect rent have been successful.

The applicant's witness, the subsidy agent, testified that the respondent had complied with her obligation to report the household income but that she had not had time to calculate the adjusted rents. There was no information available at the hearing to determine what the rents should be for July, 2008 to present. The balance owing as at June 30, 2008 was \$2460.

The respondent did not dispute the allegations and stated that she could pay \$700/month in total until the rent arrears were paid. I note that the last rents assessed on the respondent's income averaged about \$300/month.

I find the respondent in breach of her obligation to pay rent. I can only determine the amount owing as at June 30, 2008 which was \$2460. In my opinion, despite the rather dismal record of payment and income reporting, this tenancy agreement should continue provided the respondent pays the monthly assessed rent on time and pays an additional \$300/month toward the arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2460. The respondent may pay the arrears in monthly payments of no less than \$300 on or before the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 2009. The respondent is also ordered to pay the monthly assessed rent on time in the future.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay the monthly assessed rent on time, the applicant may make another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer