

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **GEORGE EASTMAN AND PERSIS INGLANGASUK**, 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 **TUKTOYAKTUK HOUSING ASSOCIATION**.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**GEORGE EASTMAN AND PERSIS INGLANGASUK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e) and 84(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight thousand thirteen dollars and three cents (\$8013.03) and repair costs in the amount of twenty eight dollars and fourteen cents (\$28.14). The respondents shall pay the rent arrears and repair costs in monthly installments of no less than five hundred dollars (\$500.00) payable on the last day of every month until the rent arrears and repair costs 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of September, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**GEORGE EASTMAN AND PERSIS INGLANGASUK**

Respondents/Tenants

**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  
Persis Inglangasuk, respondent

**Date of Decision:** August 21, 2009

**REASONS FOR DECISION**

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$9481.03 and repair costs in the amount of \$28.14. Work orders outlining the damages to the premises and repair work performed were provided in evidence. The applicant stated that the repairs were made necessary due to the negligence of the respondents.

The full unsubsidized rent was applied in August, 2009. The applicant stated that she assumed that rent was applied because the respondents failed to provide any income information. The applicant stated that all other rents assessed were based on the household income of the respondents.

The respondent stated that the household income information had been provided to the subsidy agent to enable them to set an August, 2009 rent based on income. The respondent did not dispute any other aspects of the rent or the repair costs and stated that they could pay the monthly rent plus another \$500 every month until the rent arrears and repair costs were paid. The applicant agreed to the payment schedule and withdrew the request to terminate the tenancy agreement.

In my opinion, the application of the full unsubsidized rent for August, 2009 is not reasonable.

The evidence suggests that the household information was provided to enable the August, 2009 rent to be calculated based on income and the tenant is entitled to a rent based on income if the information is provided. The applicant has not received any advice from the subsidy agent that the rent was based on income. There was no information available at the hearing to enable me to determine what the August, 2009 rent should be.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to repair damages to the premises. Ignoring the August, 2009 rent, I find rent arrears in the amount of \$8013.03 and repair costs of \$28.14. I calculate the rent arrears as follows:

Balance as per ledger	\$9481.03
less August/09 rent	<u>(1468.00)</u>
Balance	\$8013.03

An order shall issue requiring the respondents to pay the applicant the rent arrears and repair costs in monthly installments of \$500 on the last day of every month until the rent arrears and repair costs are paid in full and to pay the monthly rent on time. The first payment of arrears shall be due on August 31, 2009.

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

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

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Hal Logsdon  
Rental Officer