

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and  
**JOANNE GREEN**, 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 -

**JOANNE GREEN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-10921, filed on August 6, 2009) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of two thousand seven hundred seventeen dollars and fifty three cents (\$2717.53).
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 seventy two dollars and twenty three cents (\$1172.23).

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 29, Paulatuk, NT shall be terminated on May 15, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears and the repair costs in the total amount of three thousand eight hundred eighty nine dollars and seventy six cents (\$3889.76) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April,  
2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**PAULATUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JOANNE GREEN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 8, 2010

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

**Appearances at Hearing:** Keith Dowling, representing the applicant

**Date of Decision:** April 9, 2010

### **REASONS FOR DECISION**

The respondent was served with a *Notice of Attendance* sent by registered mail and confirmed delivered. The respondent did not appear at the hearing and the hearing was held in her 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 rental premises that were caused by her negligence.

The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$13,949.53 and repair costs of \$1172.23. The full unsubsidized rent of \$2808 has been applied in November and December, 2009 and in January and February, 2010.

The applicant stated that he assumed that the respondent had failed to report the household income to the subsidy agent as required by the tenancy agreement but had no direct evidence confirming that was actually the case.

The repair costs relate to the repair of a deadbolt and door and repairs to the water system due to freezing. The applicant stated that the premises were allowed to freeze in December, 2009 when the respondent left the premises leaving windows and the door open. The applicant noted that the respondent was obligated to notify the landlord if they intended to be away from the premises for more than 24 hours in the winter months but failed to do so. Work orders and invoices for the repairs detailed the work performed and itemized costs.

A previous order (file #20-10921, filed on August 6, 2009) required the respondent to pay rent arrears in installments of \$50/month commencing in August, 2009 until the rent arrears were paid in full and to pay the monthly rent on time. Since the order was issued, only \$246 has been paid. Clearly that order has been breached.

I do not find sufficient evidence to conclude that the application of the full unsubsidized rent was reasonable. The applicant has no direct knowledge of what information, if any, the respondent has provided to the subsidy agent. Without testimony or other evidence from the subsidy agent, I can not conclude that respondent is in breach of her obligation to report the household income or that the application of the full unsubsidized rent is reasonable.

I find the respondent in breach of the previous order and in breach of her obligation to pay rent. I am unable to determine what the rent should be for November and December, 2009 or January and February, 2010. Ignoring those months, I find rent arrears of \$2717.53 calculated as follows:

Rent arrears as per ledger	\$13,949.53
less 4 months @ \$2808/month	<u>(11,232.00)</u>
Total	\$2717.53

I also find the respondent in breach of her obligation to repair damage to the premises which was caused by her negligence. I find the repair costs of \$1172.23 to be reasonable.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the repair costs are promptly paid. An order shall issue rescinding the previous order

and ordering the respondent to pay the applicant rent arrears of \$2717.53 and repair costs of \$1172.23 and terminating the tenancy agreement on May 15, 2010 unless those amounts are paid in full.

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Hal Logsdon  
Rental Officer