

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **NOAH AKHIATAK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

NOAH AKHIATAK

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 eight hundred seventy seven dollars (\$877.00).
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 hundred eight seven dollars and ninety two cents (\$187.92).
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 11th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **NOAH AKHIATAK**, 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.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

NOAH AKHIATAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 27, 2011

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: Joe Perry, representing the applicant
Sadie Joss, representing the applicant
Noah Akhiatak, respondent

Date of Decision: April 27, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises and failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs, to pay future rent on time and to comply with his obligation to report the household income. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledgers in evidence which indicated a balance of rent owing in the amount of \$877 and a balance of repair costs owing in the amount of \$532.54. The ledger cards indicate that the full unsubsidized rent has been applied on previous occasions but has now all been adjusted to the reported household income. The applicant stated that the full unsubsidized rent was initially applied because the respondent failed to report the household income in accordance with Article 7 of the tenancy agreement.

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 respondent was a senior citizen and as such, his income was not assessable. The applicant stated that the arrears had accumulated during a time when there was

other assessable household income.

The applicant testified that the repair costs of \$147 were required due to clear a clogged toilet, \$145.25 was required to replace a burnt-out element on the stove and \$40.92 was required to clear a clogged sink. The applicant could not identify what the remaining repair costs represented.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$877. I find the repair costs of \$147 and \$40.92 to be reasonable and required due to damages caused by the respondent or persons he permitted in the premises. Relief for the stove element replacement is denied. In my opinion, the stove repair was made necessary due to normal wear and tear and not due to the negligence of the respondent. Relief for the remaining repair costs is denied as the applicant has not provided sufficient detail regarding these repairs.

The ledger suggests that the assessable income of the household has been reasonably stable since August, 2010. In my opinion, the requirement to report income each and every month is not reasonable. However, periodic reporting to ascertain continued eligibility for the program is reasonable. In my opinion, the reporting requirement should not be necessary more frequently than quarterly. I find no recent breach here and shall not issue an order requiring the respondent to comply with Article 7 of the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$877 and repair costs of \$187.92. The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer