

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **JAMIE NOTAINA**, 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 -

**JAMIE NOTAINA**

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 twelve thousand eight hundred seven dollars and two cents (\$12,807.02).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act* the respondent shall pay future rent on time.
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement between the parties.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of May,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **JAMIE NOTAINA**, 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-

**JAMIE NOTAINA**

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

**Date of Decision:** April 27, 2011

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 \$12,807.02 and a balance of repair costs owing in the amount of \$261.05.

The full unsubsidized rent of \$1342 has been assessed in every month since July, 2010. The applicant testified that the respondent had failed to provide any income information on which to calculate a subsidized rent for those months. The applicant stated that the remainder of the assessed rent was based on the household income.

Section 7 of the written tenancy agreement obligates the tenant to report the household income.

**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 was unable to state why the repair costs were necessary or what damage was repaired.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$12,807.02. In my opinion the application of the full unsubsidized rent is reasonable as the applicant had no income information on which to calculate a subsidized rent. I note that the applicant is obligated to make adjustments to the applicable rents as required if the respondent provides the required income information at a later date.

The relief for repair costs is denied as the details of the repairs are not known.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$12,807.02. The respondent is also ordered to pay future rent on time and to comply with his obligation to report the household income in accordance with the tenancy agreement.

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Hal Logsdon  
Rental Officer