

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **MARK KAODLOAK**, 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 -

MARK KAODLOAK

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 one thousand three hundred forty two dollars (\$1342.00).
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.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **MARK KAODLOAK**, 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-

MARK KAODLOAK

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 copies of the tenant ledgers in evidence which indicated a balance of rent owing in the amount of \$1342 for unit #72, a balance of rent owing for former unit X20 in the amount of \$312.44 and a balance of repair costs for the former unit X20 in the amount of \$639.98.

The full unsubsidized rent of \$1342 was assessed in March, 2011. The applicant testified that the respondent had failed to report any income information on which to calculate a subsidized rent for that month. 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 current tenancy agreement for unit #72 commenced on April 1, 2010. The applicant stated that the tenancy agreement for unit X20 had been terminated one or two years prior to that date. The respondent made several payments in satisfaction of the rent arrears and repair costs for the former unit but has made no payments since June, 2010.

Section 68(2) of the *Residential Tenancies Act* sets a time limit on applications.

An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Both the rental arrears and the repair costs exceed this time limitation. While a rental officer may grant leave to extend this time limit, I find no reason why the application could not have been made after the payments ceased but before the time limitation expired. Therefore, leave to extend the time limitation is denied and only the rent arrears for the current premises shall be considered.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1342.

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.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1342. 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.

Hal Logsdon
Rental Officer