

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 thirteen thousand nine hundred one dollars (\$13,901.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred sixty one dollars and five cents (\$261.05).
3. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 78, Lot 10, Block 17,

Ulukhaktok, NT shall be terminated on September 1, 2012 and the respondent shall vacate the premises on that date, unless the household income for each month from September, 2011 to July, 2012 is reported to the applicant in accordance with the tenancy agreement.

4. Pursuant to section 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of August, 2012.

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: July 31, 2012

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: Ada Ekootak, representing the applicant
Sadie Joss, representing the applicant

Date of Decision: July 31, 2012

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on July 10, 2012. 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 pay for repair costs 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 and terminating the tenancy agreement unless the household income was promptly reported. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing as at April 1, 2012 in the amount of \$10,593.02. The applicant testified that since that date the May rent (\$1342), June rent (\$1342) and the July rent (\$1445) had come due and no payments had been received, bringing the balance owing to \$14,722.02. The full unsubsidized rent has been charged in every month from October, 2011 to present. The applicant stated that the respondent had failed to provide any household income information on which to calculate a subsidized rent. The ledger indicates that the last rent payment made by the respondent was in September, 2011.

The applicant provided a repair ledger which indicated a balance owing of \$261.05. Work orders were also submitted detailing the cost of each repair.

A previous order (file #20-11999, filed on May 12, 2011) required the respondent to pay rent arrears of \$12,807.02. Since that order was issued, \$196 has been paid by the respondent and \$11,790 has been provided in retroactive subsidies leaving an unsatisfied balance of \$821.02. The balance of this order may still be enforced.

I find the respondent in breach of his obligation to pay rent. Taking into account the unsatisfied balance of the previous order, I find an additional amount owing to the landlord of \$13,901 calculated as follows:

Rent, May- August, 2011	\$128
Rent, September/11	250
Rent, Oct/11 - June 12	12,078
Rent, July/12	<u>1445</u>
Total	\$13,901

I find the repair costs of \$261.05 to be reasonable.

Article 6 of the tenancy agreement obligates the tenant to report the household income.

6. 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. All reporting by the Tenant must be in the form prescribed by the subsidy agent.

I find the respondent in breach of his obligation to report the household income in accordance with Article 6 of the tenancy agreement. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the respondent promptly complies with this obligation. Should he do so, the applicant is obligated to retroactively re-assess the unsubsidized rents as necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$13,901 and repair costs of \$261.05. The respondent is also ordered to comply with his obligation to report the household income and to not breach that obligation again. The order shall terminate the tenancy agreement on September 1, 2012 unless the household income for each month from September, 2011 to July, 2012 is reported to the applicant in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer