

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ELIZABETH KUPTANA, 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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ELIZABETH KUPTANA

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 three hundred fifty eight dollars and seventy two cents (\$13,358.72).
2. 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 2nd day of January,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ELIZABETH KUPTANA, 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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ELIZABETH KUPTANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 22, 2013**

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

Appearances at Hearing: **Eileen Ruben, representing the applicant**
 Marjorie Hansen, representing the applicant
 Elizabeth Kuptana, respondent
 Peter Green, representing the respondent

Date of Decision: **October 22, 2013**

REASONS FOR DECISION

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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and to pay future rent on time. 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 \$14,007.62. Included in that balance were repair costs of \$648.90. The applicant testified that all of the assessed rent had been calculated on the respondent's household income in accordance with the approved rent scale. A separate ledger for tenant damages was also provided in evidence but there was no other evidence to indicate what repairs were undertaken or the component costs. The tenant damage ledger indicates that the repair charges were incurred in 1997.

The respondent disputed the repair costs, stating that damages to the house were not the result of her negligence or anyone that she had permitted in the premises. She stated that she was away when the damages were done.

The repair costs are denied. There is no evidence to enable me to determine the nature of the damages or the type of repair done.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$13,358.72.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$13,358.72 and to pay future rent on time.

Hal Logsdon
Rental Officer