

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ANNIE WOLKI AND GLEN RUBEN, Respondents;

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

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 -

ANNIE WOLKI AND GLEN RUBEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand four hundred eighty three dollars and seventy three cents (\$5483.73).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of January,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ANNIE WOLKI AND GLEN RUBEN, Respondents.

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-

ANNIE WOLKI AND GLEN RUBEN

Respondents/Tenants

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
 Annie Wolki, respondent
 Glen Ruben, respondent

Date of Decision: **January 7, 2014**

REASONS FOR DECISION

The applicant alleged that the respondents 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 respondents 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 statement in evidence which indicated a balance owing in the amount of \$47,009.70. The applicant stated that repair costs, alleged to be \$37,621.85 were included in that balance. The applicant stated that the rent arrears were therefore \$9387.85. The applicant testified that all of the assessed rent had been calculated based on the household income of the respondents in accordance with the approved rent scale.

The respondents acknowledged the rent arrears but disputed the repair costs.

Seventeen tenancy agreements were provided in evidence which indicated that Ms Wolki was the sole tenant from June 1, 1999 to November 1, 2007 when a new tenancy agreement was executed between the applicant and the respondents as joint tenants. The tenant ledger indicates that Ms. Wolki's arrears were \$3938.12 and that they were added to the account of the respondents. This amount is not the responsibility of the joint tenancy. It is Ms Wolki's debt. The sole tenancy ended six years ago, long after the six month limitation on applications set out in section 68(1) of the *Residential Tenancies Act*. Leave to extend that limitation is denied and the old debt of Ms

Wolki shall not be considered.

Some minor repair costs appear on the ledger (\$109 for a door repair) but the majority of the repair costs appear on the ledger as a single amount of \$37,587.85 with no date or any explanation of the damages or repairs. The applicant had no direct knowledge of the repairs nor were there any work orders or similar documents available. A portion of a letter addressed to Annie Wolki and dated December 17, 2003 suggests that extensive, but unspecified damages were done to Ms Wolki's premises on December 15, 2003. It appears that these are related to the repair costs of \$37,587.85. These costs shall not be considered for several reasons. First, the alleged damages were done nearly a decade ago when Mr. Ruben was not a tenant and he can not be held responsible for the repairs. Second, that tenancy agreement ended well over six months ago and the section 68(1) limitation applies. Third, there is absolutely no evidence to support the allegations except a number on the ledger. The repair costs of \$37,587.85 are denied.

Although the respondents acknowledged rent arrears of \$9387.85 which was the amount alleged by the applicant, I do not believe that figure is correct. All parties including myself were somewhat befuddled at the hearing, trying to follow the muddled accounting presented in evidence. Among the most confused was the applicant. After significant review and reconstruction of the ledger, I am confident that the rent arrears owed by the respondents is \$5,483.73. I calculate that amount as follows:

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Balance as per statement	\$47,009.70
Less old debt (Wolki)	(3,938.12)
Less 2003 alleged repair costs	<u>(37,587.85)</u>
Rent arrears owing	\$5,483.73

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$5483.73. An order shall issue requiring the respondents to pay the applicant rent arrears of \$5483.73 and to pay future rent on time.

Hal Logsdon
Rental Officer