

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **LILY ALANAK**, 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 -

**LILY ALANAK**

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 fifty one thousand seven hundred one dollars (\$51,701.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her 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 12th day of August,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **LILY ALANAK**, 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-

**LILY ALANAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** **June 18, 2014**

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

**Appearances at Hearing:** **Marjorie Hansen, representing the applicant (by  
telephone)  
Sheila Nasogaluak, representing the applicant  
Sadie Joss, representing the applicant  
Lily Alanak, respondent**

**Date of Decision:** **June 18, 2014**

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by 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, to report the household income in accordance with the tenancy agreement 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 as at May 30, 2014 of \$50,256. The full unsubsidized rent of \$1445 has been charged in February, 2013 and for every month afterward to May 31, 2014. The applicant stated that the full unsubsidized rent had been applied because the respondent had failed to provide any income information on which to calculate a rent based on income. The applicant stated that the full unsubsidized rent of \$1445 would be charged for June for the same reason. The monthly rent is payable in advance on the first day of every month.

The respondent did not dispute the allegations and stated that she had not been working for the past year. No income information was available at the hearing.

I find the respondent in breach of her obligation to pay rent and her obligation to report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$51,701 calculated as follows:

Balance as per ledger	\$50,256
June rent	<u>1445</u>
Total	\$51,701

I find the application of the full unsubsidized rent to be reasonable but note that should the respondent report the household income, the applicant is obligated to adjust the rent assessment accordingly.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$51,701, to comply with her obligation to report the household income in accordance with the tenancy agreement and not breach that obligation again and to pay the monthly rent on time in the future.

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Hal Logsdon  
Rental Officer