

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ROBBY INUKTALIK**, 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 -

ROBBY INUKTALIK

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 twelve thousand five hundred forty two dollars (\$12,542.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act* the respondent shall pay the applicant call-out charges in the amount of thirty dollars and nineteen cents (\$30.19).
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 #95, Ulukhaktok, NT shall be terminated on August 31, 2015 and the respondent shall vacate the premises on that

date, unless the household income for May, June and July, 2015 are reported to the applicant in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of August,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ROBBY INUKTALIK**, 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-

ROBBY INUKTALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 29, 2015

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: Sheila Nasogaluak, representing the applicant
Sadie Joss, representing the applicant

Date of Decision: July 29, 2015

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 and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The respondent provided copies of tenant ledger cards and a rent balance statement in evidence. The lease balance statement indicated a balance owing as at July 1, 2015 of \$12,572.19. The applicant sought relief in that amount.

The March 31, 2015 closing balance on the tenant ledger cards is \$9002 while the April 1, 2015 opening balance on the lease balance statement is \$9032.19, a difference of \$30.19. The applicant testified that the difference was due to a call out-charge to open the door to the premises. This did not appear on the tenant ledger as all repair costs were previously kept on a separate tenant ledger card. Therefore the rent arrears shown are \$12,542 and the call out charge is \$30.19.

The full unsubsidized rent of \$1445 was charged in June and July, 2015. The applicant testified that the unsubsidized rent was charged because the respondent had failed to provide any income information for May and June to enable the calculation of a subsidized rent.

Article 6 of the written tenancy agreement between the parties 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.

I find the rent statements to be in order and find the respondent in breach of his obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable but note that should the respondent comply with his obligation to report the household income, the landlord is obligated to adjust the rent accordingly. I find rent arrears of \$12,542. I find the call out charges of \$30.19 to be reasonable.

I find the respondent in breach of Article 6 of the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the household income for the months of May, June and July are reported on or before August 31, 2015.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$12,542 and call-out charges of \$30.19. The tenancy agreement shall be terminated on August 31, 2015 unless the respondent has reported the household income for the months of May, June and July, 2015 on or before that date. An eviction order to be effective on September 1, 2015 unless the household income is reported on or before August 31, 2015 shall be issued separately.

Hal Logsdon
Rental Officer