

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ISAAC INUKTALIK AND LAURA INUKTALIK**, 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 **ULUKHAKTOK, NT**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ISAAC INUKTALIK AND LAURA INUKTALIK

Respondents/Tenants

EVICITION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondents shall be evicted from the premises known as Unit 28, Ulukhaktok, NT on November 15, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ISAAC INUKTALIK AND LAURA INUKTALIK**, 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:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ISAAC INUKTALIK AND LAURA INUKTALIK

Respondents/Tenants

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: September 11, 2015

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing. The application seeks only an order for rent arrears, termination of the tenancy agreement for non-payment of rent and eviction.

The respondent provided a copy of the lease balance statement in evidence which indicated a balance owing of \$38,913.71.

Neither the lease balance statement or the preceding tenant ledger cards appear to contain any charges for repair costs. The application contains no mention of damages or any documentation of repair costs. The applicant sought repair costs of \$944.78 and provided at the hearing two work orders, one invoice for \$100.39 to replace a bathroom door and another for \$102.39 to replace a living room door. No other documentation was provided. I shall not consider any relief for repair costs as the allegations and evidence of damage to the rental premises were not provided to the respondents in the application.

A previous order (file #20-14277, filed on December 5, 2014) required the respondents to pay rent arrears of \$15,969 and terminated the tenancy agreement on March 31, 2015 unless the monthly rents for December 2014 to March 2015 were paid in time and the household income for the months of October, 2014 to March, 2015 were reported. The applicant stated that the rents for December 2014 to March 2015 were not paid in full or on time. The applicant stated that all outstanding household income had been reported and all rents adjusted to income but that the income had not been reported on or before March 31, 2015.

The tenant ledger cards indicate that there was no rent paid between November 25, 2014 (the date of the last hearing) and February 27, 2015. Therefore the first condition set out in the previous order was not met. There is no evidence that a new tenancy agreement was executed or that the tenancy agreement was reinstated. Therefore, I find that the tenancy agreement between the parties was terminated by the previous order on March 31, 2015.

The last entry on the tenant ledger cards provided in evidence was posted on February 27, 2015 with a closing balance of \$47,820. The lease balance statement provided in evidence opens with a balance of \$44,195.78. Clearly, there are credits which have been applied which do not appear on either ledger. The applicant was unable to state what these credits were or when they occurred. Notwithstanding the lack of any dispute by the respondent, a rental officer must be satisfied that the evidence supports the allegations. In this matter, due to the incomplete rental records, I can not confidently determine the quantum of rent arrears owed by the respondents.

The request for an order requiring the payment of rent arrears is denied. There is no requirement to issue an order terminating the tenancy agreement. In my opinion, the eviction of the respondents is justified. An eviction order to be effective on November 15, 2015 shall be issued.

Hal Logsdon
Rental Officer