

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **CORRIE JOSS**, 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 -

**CORRIE JOSS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed without prejudice.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of  
September, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,  
and **CORRIE JOSS**, 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-

**CORRIE JOSS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 29, 2015

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

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

**Date of Decision:** July 29, 2015

**REASONS FOR DECISION**

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 to pay future rent on time. The applicant withdrew the request for termination and eviction orders.

The applicant provided copies of tenant ledger cards and a lease balance statement in evidence.

The lease balance statement indicates a balance owing of \$6413.46. The applicant sought relief in this amount.

Included on the lease balance statement is a repair charge of \$256.21 posted on May 11, 2015.

The applicant had no documents regarding this charge nor could she state what the damages and repairs were.

The tenant ledger cards contain a closing balance as at March 31, 2015 of \$4949. The lease balance statement indicates two opening balances on April 1, 2015 totalling \$6463.46. There are clearly transactions or adjustments which do not appear on either document but the applicant could not explain why there were two opening balances or the differences between the closing and opening balances.

The lease balance statement appears to indicate that there have been two tenancy agreements between these parties but only one was submitted in evidence.

Whether or not the allegations of rent arrears are disputed by the tenant or not, a rental officer must be satisfied that the accounting and other evidence support the allegations. In this matter, I am not satisfied by the evidence that the amount of rent arrears is accurate or that the respondent is responsible for the entire amount of the alleged arrears.

Accordingly, the application is dismissed, but without prejudice. The applicant may file another application regarding the rent arrears.

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Hal Logsdon  
Rental Officer