

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and  
**MELISSA RUBEN AND MYKLE WOLKI**, 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 -

**MELISSA RUBEN AND MYKLE WOLKI**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight thousand seven hundred thirty six dollars and fifty cents (\$8736.50) in monthly installments of four hundred forty five dollars (\$445.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2015.
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 4th day of  
November, 2015.

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Hal Logsdon  
Rental Officer

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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-

**MELISSA RUBEN AND MYKLE WOLKI**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 8, 2015**

**Place of the Hearing:**                      **Paulatuk, NT by telephone**

**Appearances at Hearing:**                      **Lorna Neal, representing the applicant**  
   **Eileen Ruben, representing the applicant**  
   **Melissa Ruben, respondent**  
   **Mykle Wolki, respondent**

**Date of Decision:**                              **October 8, 2015**

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant stated that the respondents had agreed to pay the rent arrears in monthly installments and sought an order requiring the respondents to pay the alleged rent arrears in accordance with their agreement and to pay the monthly rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at October 1, 2015 of \$11,626.50. The full unsubsidized rent has been applied for September and October. The applicant stated that they had received household income information from the respondents for those months but had not yet calculated a subsidy.

The applicant stated that the respondents had entered into a repayment agreement to pay the monthly rent plus an additional \$445 until the rent arrears were paid.

The respondents did not dispute the allegations.

I am unable to determine the rents for September and October. The application of the full unsubsidized rent for those months is unreasonable as the landlord has the information to calculate a subsidy. Ignoring the September and October rents, I find rent arrears of \$8736 calculated as follows:

Balance at August 31/15	\$10,136.50
Payments since	<u>(1400.00)</u>
Amount due applicant	\$8736.50

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$8736.50.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$8736.50 in monthly installments of \$445 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on October 31, 2015. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer