

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
DARSEY RUBEN AND STEPHANIE ILLASIAK, 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 -

DARSEY RUBEN AND STEPHANIE ILLASIAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand five hundred fifty dollars (\$3550.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of six hundred forty eight dollars and seventy cents (\$648.70).

3. 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 12th day of November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
DARSEY RUBEN AND STEPHANIE ILLASIAK, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

DARSEY RUBEN AND STEPHANIE ILLASIAK

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

Date of Decision: **November 3, 2015**

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail on September 17, 2015. At the time of the hearing Canada Post confirmed that a notice had been left at the address of the respondents indicating where the registered mail item could be picked up but the Notices of Attendance had not been picked up by the respondents. In my opinion, it is not unreasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. 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 applicant provided a statement of account in evidence which indicated rent arrears as at October 1, 2015 of \$6910, sink repair costs of \$249.42 and door repair costs of \$648.70. The applicant sought relief totalling \$7808.12.

The full unsubsidized rent has been charged for the months of August, September and October, 2015. The applicant stated that the method of reporting the household income changed on October 1, 2015, requiring tenants to now declare their annual income by providing their income

tax return. The applicant stated that the respondents had provided the income tax return information and the October rent should be adjusted to \$325.

The applicant submitted that the August and September, 2015 rents should remain the same since the applicants were required to provide the income information monthly prior to October, 2015. I disagree. Unless there is evidence that the actual income for a particular month was significantly higher or lower, the annual income is sufficient to satisfy the income reporting obligation contained in the tenancy agreement. I find no evidence that suggests that the rents for August and September, 2015 should be calculated on any other income information other than the tax information provided. In my opinion, the rents for August and September should be \$325.

Adjusting the balance of rent owing to reflect the changes to the rents for August, September and October, 2015 I find rent arrears of \$3550 calculated as follows:

Balance as per statement	\$6910
Less unsubsidized rent/August	(1445)
Rent/August	325
Less unsubsidized rent/September	(1445)
Rent/September	325
Less unsubsidized rent/October	(1445)
Rent/October	<u>325</u>
Total rent arrears	\$3550

The applicant stated that the respondents had disputed the sink repairs, claiming that the sink was improperly installed by the landlord. The applicant provided a photograph of the sink and stated that she thought the respondents may have a legitimate argument. I agree. It does appear from the photograph that the counter opening for the drop-in sink was cut too large and simply caulked to

fill the gap. The cost of the sink repairs are denied. I find the door repair costs of \$648.70 to be reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3550, repair costs of \$648.70 and to pay future rent on time. In my opinion, termination of the tenancy agreement is not warranted at this time. Should the respondents fail to pay the monthly rent or fail to make reasonable arrangements to pay the rent arrears and repair costs, the applicant may file another application seeking termination of the tenancy agreement and eviction

Hal Logsdon
Rental Officer