

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **ERIC COCKNEY**, 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,
regarding the rental premises at **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ERIC COCKNEY

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 eight hundred five dollars and ninety seven cents (\$805.97).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of two hundred fifty four dollars and sixty nine cents (\$254.69).

3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 409, Tuktoyaktuk, NT, shall be terminated on August 31, 2004 unless the respondent makes payments totalling no less than three hundred dollars (\$300.00).

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of July, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **ERIC COCKNEY**, 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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ERIC COCKNEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 15, 2004

Place of the Hearing: Tuktoyaktuk, NT

Appearances at Hearing: Lucille Pokiak, representing the applicant
Eric Cockney, respondent

Date of Decision: July 15, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of his negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$805.97. The applicant also provided a work order outlining repairs done to a broken door and jamb in the amount of \$254.69. The applicant testified that the repairs were made necessary due to negligence of the tenant.

The respondent did not dispute the allegations and stated that he could begin to make some payments as he was now employed but would be going away to school in the fall. The parties agreed that the respondent would make payments toward the arrears and repair costs totalling no less than \$300 between the hearing date and August 31, 2004 rent and that the tenancy agreement would be terminated on August 31, 2004 unless at least \$300 was received by the landlord. The parties agreed to enter into an agreement for the payment of the balance.

I find the respondent in breach of his obligation to pay rent and to repair damages to the rental premises. I find the rent arrears to be \$805.97 and the repair costs to be \$254.69. In my opinion, the arrangement made between the parties is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs in the total amount of \$1060.66. The order shall terminate the tenancy agreement on August 31, 2004 unless the respondent pays the applicant at least \$300 and shall require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer