

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **JASPER ANDREASON**, 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 -

JASPER ANDREASON

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 one thousand twenty one dollars and seven cents (\$1021.07).
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 four hundred thirty four dollars and seventy one cents (\$434.71).
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 203, Tuktoyaktuk, NT shall be terminated on August 31, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs totalling one thousand four hundred fifty five dollars and seventy eight cents (\$1455.78) is paid in full and the respondent has re-established electrical services to the premises.

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

Hal Logsdon
Rental Officer

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Applicant, and **JASPER ANDREASON**, 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-

JASPER ANDREASON

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

Date of Decision: July 15, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on July 2, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent has breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant also testified that the respondent had failed to pay his electrical account resulting in the disconnection of the electricity to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of repair and termination of the tenancy agreement unless the amounts were promptly paid.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$1021.07. The applicant also provided copies of the tenant damage ledger which indicated a balance owing in the amount of \$434.71. The charges relate to three work orders for the restoration of heat and repairs to the plumbing system. The applicant testified that the respondent left the unit unattended in the winter without advising the landlord. The unit froze and damaged the plumbing system. The written tenancy agreement obligates the tenant to advise the landlord if the unit will be unoccupied longer than 24 hours during the winter months.

The applicant also testified that the electricity for the premises had been disconnected by the utility supplier due to non-payment by the tenant. The written tenancy agreement between the

parties obligates the tenant to pay for electricity.

I find the respondent in breach of his obligation to repair the premises, pay rent and pay for electricity. I find the rent arrears to be \$1021.07 and the remaining repair costs to be \$434.71. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent and repair costs are promptly paid and the respondent re-establishes the supply of electricity to the premises.

An order shall issue requiring the respondent to pay the rent arrears and repair costs and terminating the tenancy agreement on August 31, 2004 unless the rent arrears and repair costs are paid in full and the respondent makes the necessary arrangements to re-establish the supply of electricity to the premises.

Hal Logsdon
Rental Officer