

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **DANNY POKIAK**, 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 -

DANNY POKIAK

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 two hundred eleven dollars (\$1211.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair of tenant damages to the premises in the amount of one hundred fifty one dollars and thirty seven cents (\$151.37).
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 167, Tuktoyaktuk, NT

shall be terminated on November 30, 2004 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of September, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **DANNY POKIAK**, 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-

DANNY POKIAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2004

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant

Date of Decision: September 16, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 9, 2004 but failed to appear at the hearing. The hearing was held in his absence.

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 made necessary due to the negligence of the respondent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement on November 30, 2004 unless the amounts were paid in full.

The applicant provided a copy of the rent ledger in evidence. The ledger indicated a balance of rent owing in the amount of \$1211. The ledger also indicates that no rent has been paid since May, 2004. The applicant also provided a copy of the tenant damage ledger and a work order which indicated that a window had been broken and was repaired by the landlord at a cost of \$151.37.

I find the respondent in breach of his obligation to pay rent and to repair tenant damage. I find the rent arrears to be \$1211. In my opinion, the repair costs of \$151.37 are reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs in the total amount of \$1362.37 and terminating the tenancy agreement on November 30, 2004 unless that amount is paid in full.

Hal Logsdon
Rental Officer