

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

**JENNY COCKNEY**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall not breach her obligations to report household income and to report absences from the rental premises in accordance with the tenancy agreement in the future.
2. 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 8th day of October,  
2004.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

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BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JENNY COCKNEY**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 29, 2004</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lucille Pokiak, representing the applicant (by telephone) Jenny Cockney, respondent (by telephone)</b>
<b><u>Date of Decision:</u></b>	<b>September 29, 2004</b>

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises and sought an order requiring the respondent to pay the repair costs. The applicant withdrew the request for an order terminating the tenancy agreement for non-payment of rent, stating that the respondent had paid the rent arrears in full. The tenant ledger, provided in evidence by the applicant, indicated a zero balance. The ledger indicated that rent had not always been paid on time and on numerous occasions, the unsubsidized rent had been assessed, although it was subsequently adjusted to a rent geared to income. The applicant stated that the unsubsidized rent had been applied because the respondent had failed to provide any household income information on which to base the rent.

The applicant provided two work orders for repairs in evidence. The first outlined repairs to a entrance door which had been forced open costing \$660.92. The second outlined repairs to a lockset which had to be drilled open in order for the landlord to gain entry to the premises while the respondent was out of town. The applicant stated that the respondent had failed to advise the landlord, in accordance with the tenancy agreement, that she would be absent from the premises. The heat failed in the unit and the landlord drilled the lock open in order to gain entry and restore heat to prevent freezing. The applicant was not sure why a master or duplicate key was not available to gain entry.

The respondent testified that the door was forced open by Gerald Stuart while she was out of

town. She stated that Mr. Stuart was not an occupant at the time and did not have her permission to be on the premises. Mr. Stuart is not a tenant.

Section 42 of the *Residential Tenancies Act* outlines a tenant's obligation to repair premises.

**42. (1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**

The evidence suggests that the damage to the door was not caused by the tenant or anyone the tenant permitted on the premises. The applicant's request for repair costs is therefore denied.

Article 18 of the written tenancy agreement between the parties obligates the tenant to not leave the premises unoccupied for more than 24 hours in the winter months without notifying the landlord. The respondent acknowledged that she had failed to notify the landlord on the occasion outlined in the work order. However, I would have expected the landlord to have duplicate or master keys available so that premises in the portfolio could be entered in the case of an emergency such as this, regardless of whether the tenant gave notice of their intended absence or not. There was no evidence to suggest that the locks to the premises had been changed by the tenant, preventing entry by the landlord. In my opinion, the damage was not directly related to the tenant's failure to give notice but rather the failure of the landlord to keep a set of duplicate keys. The applicant's request for repair costs is denied.

I find the respondent has breached her obligation to pay rent on the days it is due and also breached her obligations to notify the landlord of absences from the rental premises and report

the household income in accordance with the tenancy agreement. An order shall issue requiring the respondent to not breach those obligations in the future and to pay future rent on time.

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Hal Logsdon  
Rental Officer