

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **JOSEPH FELIX JR. AND FLORA COCKNEY**, Respondents;

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 -

JOSEPH FELIX JR. AND FLORA COCKNEY

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 five thousand two hundred twenty seven dollars and fifty one cents (\$5227.51).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of fifty dollars (\$50.00), payable along with the rent, until the rent arrears are paid in full. The first payment shall be due on October 1, 2005 and shall be payable each month thereafter on the first day of the month until the rent arrears are paid in full.

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 27th day of September, 2005.

Hal Logsdon
Rental Officer

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Applicant, and **JOSEPH FELIX JR. AND FLORA COCKNEY**, Respondents.

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BETWEEN:

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-and-

JOSEPH FELIX JR. AND FLORA COCKNEY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 13, 2005
<u>Place of the Hearing:</u>	Tuktoyaktuk, NT via teleconference
<u>Appearances at Hearing:</u>	Lucille Pokiak, representing the applicant Joseph Felix Jr., respondent Flora Cockney, respondent
<u>Date of Decision:</u>	September 27, 2005

REASONS FOR DECISION

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 between the parties.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5330 and a balance of repairs costs in the amount of \$141.67.

The respondents did not dispute the rent arrears. The respondents stated that the broken window they were charged for was broken at the commencement of the tenancy agreement. The applicant agreed and withdrew the request for the window repair costs. The respondents also testified that the door damages were caused by vandalism, which they reported to the police. The respondents offered to pay the arrears in monthly installments along with the rent. The parties agreed that \$50/month plus the monthly rent would be reasonable. The applicant withdrew the request for termination.

The costs of the door repair are denied as the damage was not caused by the tenant or persons permitted on the premises by the tenant. Taking into consideration these two repair amounts, I find a credit due to the respondent.

Balance of repair costs as per ledger	\$141.67
Less window repair	(160.62)
Less door repair	<u>(83.54)</u>
Credit	(102.49)

Applying the credit from the tenant damage ledge to the rent arrears, I find the rent arrears to be \$5527.51, calculated as follows:

Rent arrears as per ledger	\$5330.00
Credit from damage ledger	<u>(102.49)</u>
Rent arrears	\$5227.51

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5227.51. The respondents may pay the arrears in monthly installments of \$50. The first payment shall be due on October 1, 2005, along with the rent, and shall be due on the first day of each month thereafter, until the rent arrears are paid in full. The respondents are also ordered to pay future rent on time.

Should the respondents fail to pay the arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file a future application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer