

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

SYLVIA PANAKTALOK

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 six hundred fifty four dollars (\$654.00).
2. Pursuant to section 42(3)(c) 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 one thousand five hundred seventy nine dollars and ninety nine cents (\$1579.99).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 155, Tuktoyaktuk,

NT shall be terminated on October 31, 2005 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

4. Pursuant to section 42(3)(b) of the *Residential Tenancies Act*, the respondent is prohibited from doing any further damage to the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of September, 2005.

Hal Logsdon
Rental Officer

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R-5 (the "Act");

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

SYLVIA PANAKTALOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 13, 2005

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant

Date of Decision: September 15, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 24, 2005, but failed to appear at the hearing. The hearing was held in her 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 rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$654. The applicant also provided a copy of the tenant damage ledger which indicated a balance of repair costs owing in the amount of \$1742.51. Numerous work order were also provided in evidence in support of the applicant's request for repair costs.

In the matter of rent, I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$654.

Reviewing the work orders, I find two which, in my opinion, are not for damages done by the tenant or persons permitted on the premises by the tenant. Both appear to be vandalism done by persons who were not permitted on the premises. Therefore the costs of work order #10943

(\$60.64) and work order #14719 (\$101.88) are denied. I find the remaining balance of repair costs owing to be \$1579.99.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the rent arrears and repair costs are promptly paid. The applicant suggested October 31, 2005 as a reasonable deadline for payment. In my opinion that date is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs totaling \$2233.99 and terminating the tenancy agreement on October 31, 2005 unless that amount is paid in full.

The persistent damage to these premises by the tenant is unacceptable. The landlord, who operates a large public housing portfolio should not have to spend this amount of time repairing units damaged by tenants. The order shall also prohibit the respondent from doing any further damage to the premises.

Hal Logsdon
Rental Officer