

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **DAVID NOKSANA JR.**, 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 -

DAVID NOKSANA JR.

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 three hundred forty one dollars and thirty two cents (\$1341.32).
2. 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 415 Tuktoyaktuk, NT shall be terminated on November 30, 2005 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 14th day of
September, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **DAVID NOKSANA JR.**, 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-

DAVID NOKSANA JR.

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 13, 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 his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1341.32. The applicant stated that all charges related to the repair of tenant damages had been paid in full. The applicant has served several notices on the respondent demanding payment of the rent and offering to make arrangements for the payment of the arrears. The applicant stated that they would be satisfied to permit the tenancy to continue provided the rent arrears were paid in full by November 30, 2005.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1341.32. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1341.32 and terminating the tenancy agreement on November 30, 2005 unless those arrears are paid in full.

Hal Logsdon
Rental Officer