

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **SHANNON KANAYOK**, 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 **ULUKHAKTOK, NT**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

SHANNON KANAYOK

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 hundred twenty eight dollars (\$128.00).
2. Pursuant to section 42(3)(e) 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 fifty five dollars and fifty five cents (\$55.55).
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 29, Lot 4, Block 8, Ulukhaktok, NT shall be terminated on December 15, 2006 and the respondent shall

vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one hundred eighty three dollars and fifty five cents (\$183.55) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of November, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

SHANNON KANAYOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 15, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: November 15, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and 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 unless the rent arrears and repair costs were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$128. The applicant also provided a copy of the tenant damage ledger which indicated a balance owing in the amount of \$55.55. Copies of the work orders were provided in evidence which indicated charges for the repair of a broken window and assistance to the respondent when she was locked out of the premises. The work orders are coded as “tenant damage”.

A previous order (File #20-8864, filed on February 20, 2006) required the respondent to pay rent arrears of \$96 and to pay future rent on time.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to repair damages to the rental premises. I find the rent arrears to be \$128 and the repair costs of \$55.55 to be reasonable. The previous order to pay future rent on time has also been breached. 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 in the amount of \$128 and repair costs in the amount of \$55.55. The tenancy shall be terminated on December 15, 2006 and the respondent shall vacate the premises on that date unless those amounts are paid in full.

Hal Logsdon
Rental Officer