

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

BESSIE POKIAK

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 five thousand four hundred eighty eight dollars and eighty seven cents (\$5488.87).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of eight hundred fourteen dollars and sixty seven cents (\$814.67).
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 72, Tuktoyaktuk,

NT shall be terminated on November 30, 2007 and the respondent shall vacate the premises on that date unless the rent arrears and repair costs in the amount of six thousand three hundred three dollars and fifty four cents (\$6303.54) are paid in full.

4. 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 30th day of October, 2007.

Hal Logsdon
Rental Officer

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

BESSIE POKIAK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 24, 2007
<u>Place of the Hearing:</u>	Tuktoyaktuk, NT by teleconference
<u>Appearances at Hearing:</u>	Veryl Gruben, representing the applicant
<u>Date of Decision:</u>	October 24, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 paid in full.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$5488.87. The tenant also provided a copy of the tenant damage ledger which indicated a balance owing in the amount of \$814.67. Copies of work orders were also provided in evidence which indicated the nature and costs of the repairs that were completed by the applicant. The applicant testified that all of the repairs were made necessary due to the negligence of the tenant or persons permitted in the premises by the tenant.

I find the rent ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$5488.87. I also find the tenant damage ledger to be in order and find the repair costs of \$814.67 to be reasonable. 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 \$5488.87 and repair costs in the amount of \$814.67. The tenancy agreement between the parties shall be terminated by order on November 30, 2007 unless the rent arrears and repair costs in the total amount of \$6303.54 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer