

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

VIETA 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 three thousand one hundred twenty eight dollars and thirty cents (\$3128.30).
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 176, Tuktoyaktuk, NT shall be terminated on November 30, 2007 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of three thousand one hundred twenty eight dollars and thirty cents (\$3128.30) are paid in full.

3. 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

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Applicant, and **VIETA PANAKTALOK**, Respondent.

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

VIETA PANAKTALOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 24, 2007**

Place of the Hearing: **Tuktoyaktuk, NT via teleconference**

Appearances at Hearing: **Veryl Gruben, representing the applicant**

Date of Decision: **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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears 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 \$3128.30.

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 \$3128.30. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3128.30. The tenancy agreement between the parties shall be terminated by order on November 30, 2007 unless the rent arrears in the amount of \$3128.30 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer