

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

FRANK PANAKTALOK JR.

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e) and 84(3) of the *Residential Tenancies Act*, the previous order (file # 20-9332, filed on January 12, 2007) is rescinded and the respondent shall pay the applicant rent arrears in the amount of four hundred seventy two dollars and ninety two cents (\$472.92) and repair costs in the amount of three hundred ninety four dollars and ninety three cents (\$394.93).
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 153, 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 total amount of eight hundred sixty seven dollars and eighty five cents (\$867.85) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of October, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRANK PANAKTALOK JR.

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. The applicant stated that the respondent was still in possession of the rental premises. The respondent failed to appear at the hearing and the hearing was held in his 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 \$472.92.

The applicant also provided a copy of the tenant damages ledger which indicated a balance owing in the amount of \$394.93. A work order entered in evidence indicates that repairs were made to the living room wall. The applicant testified that the damages were the result of the tenant's negligence.

A previous order (File #20-9332, filed on January 12, 2007) required the respondent to pay rent arrears and repairs costs in monthly installments and to pay the monthly rent on time. The ledgers indicate that payments have not been made in accordance with this order.

I find the rent ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$472.92 I also find the tenant damage ledger to be in order and find the repair cost of \$394.93 to be reasonable. In my opinion, there are sufficient grounds to rescind the previous order, order the payment of the remaining balance and terminate the tenancy agreement unless the remaining rent arrears and repair costs are promptly paid.

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant rent arrears in the amount of \$472.92 and repair costs in the amount of \$394.93. 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 \$867.85 are paid in full.

Hal Logsdon
Rental Officer