

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **AMANDA PANAKTALOK AND ROBERT ANIK**, Respondents;

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:

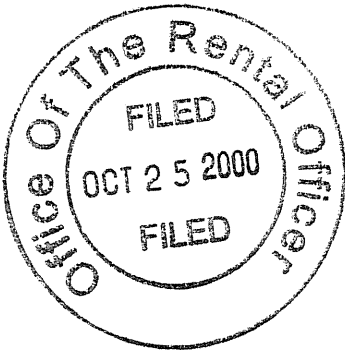
**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**AMANDA PANAKTALOK AND ROBERT ANIK**

Respondents/Tenants




**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand two hundred forty one dollars (\$4241.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of sixty five dollars and twenty eight cents (\$65.28).

3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondents shall report the household income to the applicant in accordance with the tenancy agreement and not breach that obligation in the future.
  
4. 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 rental premises known as unit 142, Tuktoyaktuk, NT shall be terminated on January 31, 2001 and the respondents shall vacate the premises on that date, unless the respondents have paid the applicant rent arrears in the amount of two thousand five hundred seventy four dollars and twenty eight cents (\$2574.28) and complied with their obligation to report household income in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of October, 2000.

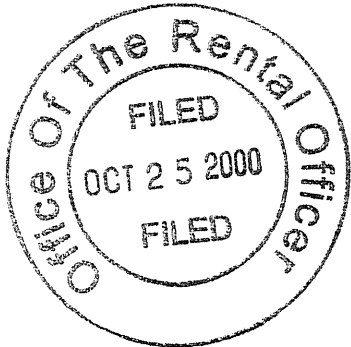
  
\_\_\_\_\_  
Hal Logsdon  
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
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BETWEEN:



**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**AMANDA PANAKTALOK AND ROBERT ANIK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 23, 2000</b>
<b><u>Place of the Hearing:</u></b>	<b>Tuktoyaktuk, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lucille Pokiak, representing the applicant Amanda Panaktalok, representing the respondents</b>
<b><u>Date of Decision:</u></b>	<b>October 23, 2000</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were caused by the tenant's negligence. The applicant sought an order for the payment of rent arrears, costs related to the alleged damages and termination of the tenancy agreement between the parties.

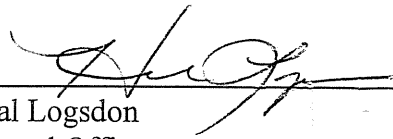
The applicant provided a copy of the tenant ledger which indicated a balance of rent arrears as at October 13, 2000 in the amount of \$4241 and a balance of costs owing for tenant damages in the amount of \$65.28. The rent arrears include rent assessed of \$1860 which represents the full, unsubsidized rent for the month of October, 2000. The ledger indicated that the respondents' last payment of rent was on March 31, 2000 and that the respondents' have been in arrears continuously since February, 1997.

The applicant testified that the full rent had been assessed for that month because the respondent failed to provide any household income information on which to calculate the rent-geared-to-income. The applicant indicated that the October, 2000 rent would be reassessed based on income should the respondent comply with the provisions of the tenancy agreement to report household income for that month. The applicant indicated that they would be satisfied to continue the tenancy if the rent arrears and costs of repair were paid in full by January 31, 2001.

The respondents did not contest the rental arrears or the costs of the tenant damages.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord, failing to repair damages to the rental premises which we caused by their negligence and failing to report household income in accordance with the tenancy agreement between the parties.

An order shall be issued for the respondents to pay the applicant rent arrears of \$4241 and costs of tenant damages of \$65.28. The order shall also require the respondents to report their income in accordance with the tenancy agreement and to not breach that obligation in the future. In my opinion, there are adequate grounds to terminate this tenancy agreement unless significant progress is made to reduce the accumulated arrears and to comply with the obligation to report household income. The order shall terminate the tenancy agreement on January 31, 2001 unless the respondent's make payments of rent and costs of tenant damage of at least \$2574.28 on or before that date. The amount represents the rent arrears balance as at September 31, 2000 plus the minimum rent which may be applied for the months of October, November, December and January. While this may not represent the full amount of rent which may be due at January 31, 2001, this is the amount which must be paid to avoid termination.

  
\_\_\_\_\_  
Hal Logsdon  
Rental Officer