

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **JOANNE EKPAKOHAK**, 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 -

JOANNE EKPAKOHAK

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 sixty six dollars (\$66.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair to the rental premises in the amount of three hundred ninety nine dollars and thirty five cents (\$399.35).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than sixty dollars (\$60.00),

the first payment becoming due on August 1, 2006 and payable thereafter, along with the rent on the first day of every month, until the rent arrears and repair costs 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 10th day of July, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **JOANNE EKPAKOHAK**, 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:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOANNE EKPAKOHAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 10, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: July 10, 2006

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 caused by the negligence of the respondent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and to pay future rent on time.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$66. The applicant also provided a copy of the tenant damage ledger which indicated a balance owing in the amount of \$399.35. The applicant provided invoices and work orders for the repair work and testified that the repairs were made necessary due to the negligence of the tenant. The applicant stated that they would be satisfied if the rent arrears and repair costs were paid in monthly installments of \$60 until the rent arrears and repair costs were paid in full.

I find the ledgers in order and find the respondent in breach of her obligation to pay rent and to repair damages to the rental premises. I find the rent arrears to be \$66. I find the repairs to be necessary due to the respondent's negligence and find the repair costs of \$399.35 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$66 and repair costs in the amount of \$399.35. The respondent may pay the rent arrears and repair costs in monthly installments of no less than \$60, paid along with the rent on the first day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on August 1, 2006. The order shall also require the respondent to pay the monthly rent on time.

Should the respondent fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full payment of any balance of rent and termination of the tenancy agreement.

Hal Logsdon
Rental Officer