

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 two hundred ninety eight dollars (\$298.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand two hundred three dollars and sixteen cents (\$1203.16).
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 23, Lot 16, Block 4, Ulukhaktok, NT, shall be terminated on September 21, 2007 and the respondent shall

vacate the premises on that date, unless the rent arrears and repair costs in the total amount of one thousand five hundred one dollars and sixteen cents (\$1501.16) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of August, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOANNE EKPAKOHAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 21, 2007

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: August 21, 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 the cost of repairing the premises and terminating the tenancy agreement unless the rent arrears and repair costs were paid in full.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$298. The applicant also provided a copy of the repair ledger which indicated a balance owing in the amount of \$1203.16. Work orders were provided in evidence outlining the repairs completed and the cost. The applicant testified that the repairs were made necessary due to the negligence of the tenant or persons she permitted in the premises.

A previous order required the respondent to pay rent arrears and repair costs in monthly installments. That order has been satisfied.

I find the respondent in breach of her obligations to pay rent and to repair damages to the premises. I find the rent arrears to be \$298 and the repair costs of \$1203.16 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 rent arrears of \$298 and repair costs of \$1203.16 and terminating the tenancy agreement on September 21, 2007 unless those amounts are paid in full.

Hal Logsdon
Rental Officer