

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **DARREN 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:

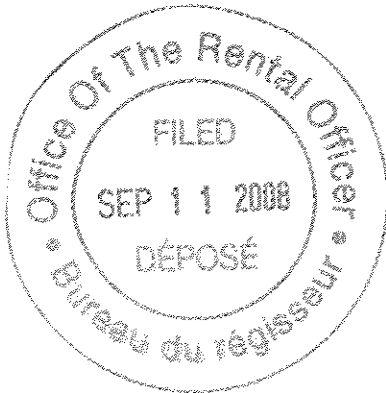
**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**DARREN PANAKTALOK**

Respondent/Tenant



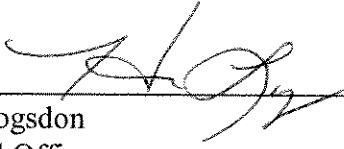
**ORDER**

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 eleven thousand seven hundred nineteen dollars and thirty seven cents (\$11,719.37).
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 eight dollars and thirty two cents (\$1008.32).
3. 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 191, Tuktoyaktuk, NT

shall be terminated on October 31, 2008 and the respondent shall vacate the premises on that date unless rent arrears and repair costs in the total amount of twelve thousand seven hundred twenty seven dollars and sixty nine cents (\$12,727.69) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of September, 2008.

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

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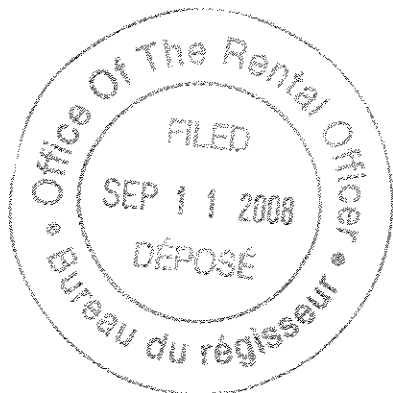
**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**DARREN PANAKTALOK**

Respondent/Tenant



**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2008

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

**Appearances at Hearing:** Lucille Pokiak, representing the applicant

**Date of Decision:** September 9, 2008

### **REASONS FOR DECISION**

The respondent was served with a Notice of a Attendance sent by registered mail. The Tuktoyaktuk postmaster confirmed that the respondent had picked up the notice. 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 premises which were caused by his negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$11,719.37. The full unsubsidized rent of \$1470 has been applied for the month of August, 2008. The applicant stated that the respondent had failed to report any income on which to calculate a subsidized rent for that month. I have confirmed this with the subsidy agent.

The applicant also provided a copy of the tenant damage ledger which indicated a balance of repair costs owing in the amount of \$1040.32. The applicant testified that one payment of \$32 had been made which had not yet been posted to the ledger, bringing the balance owing to \$1008.32. Work orders for the repairs were submitted in evidence outlining the work performed

and charges applied.

I find the ledgers in order. The repairs were made necessary due to the negligence of the tenant. I find the rent arrears to be \$11,719.37 and find the repair costs of \$1008.32 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are paid. The applicant suggested October 31, 2008 as an appropriate date. In my opinion, that is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$11,719.37 and repair costs of \$1008.32 and terminating the tenancy agreement on October 31, 2008 unless those amounts are paid in full.

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