

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **AMANDA PANAKTALOK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

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**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. 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 #106, Tuktoyaktuk, NT shall be terminated on March 31, 2016 and the respondent shall vacate the premises on that date unless rent arrears of at least one thousand eight hundred fifty dollars (\$1850.00) are paid on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March,  
2016.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **AMANDA 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.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**AMANDA PANAKTALOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 3, 2016

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

**Appearances at Hearing:** Lucille Pokiak, representing the applicant  
Brain Larman, representing the applicant  
Amanda Pakaktalok, respondent

**Date of Decision:** March 3, 2016

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached a previous order by failing to pay rent arrears as ordered and failing to pay the full amount of the monthly rent. The applicant sought an order requiring the respondent to pay the remaining balance of rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided tenant ledger cards in evidence which indicated a balance of rent owing in the amount of \$5439.84. The applicant testified that the ledger did not include the March, 2016 assessment of \$325 which brought the current balance to \$5764.84.

A previous order (file #20-14329, filed on November 18, 2014) required the respondent to pay rent arrears of \$5614.84 in monthly installments of \$100 and pay the monthly rent on time. Had the monthly rent and the ordered installments been paid as ordered, the balance of rent owing would now be \$4014.84.

Rent arrears at previous hearing	\$5614.84
16 months @ \$100/month	<u>(1600.00)</u>
Total	\$4014.84

Instead, the current balance owing is \$5764.84, a difference of \$1750.

The respondent did not dispute the allegations and stated that she could catch up with the payment arrangement set out in the previous order by the end of March, 2016. The applicant agreed to continue the tenancy agreement provided a payment of \$1850, which includes the

March arrears installment, was made on or before March 31, 2016.

The previous order shall remain in effect. Provided the payment of \$1850 is made as ordered, the respondent may continue to pay the monthly rent plus an additional \$100/month until the arrears are paid in full. Should the respondent fail to make the ordered \$1850 payment, the applicant may file another application seeking the full lump sum payment of any balance and an eviction order if necessary.

The parties were informed of this decision at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer