

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **TOMMY ELIAS JR. AND HESTER COCKNEY**, Respondents;

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 -

TOMMY ELIAS JR. AND HESTER COCKNEY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(2) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #20-13517, filed on August 1, 2013) is rescinded and the respondents ordered to pay the applicant rent arrears in the amount of nine thousand eight hundred fifty one dollars and ninety cents (\$9851.90).
2. 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 #305, Tuktoyaktuk, NT shall be terminated on June 30, 2016 and the respondents shall vacate the premises on

that date unless the rent arrears of nine thousand eight hundred fifty one dollars and ninety cents (\$9851.90) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of March, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **TOMMY ELIAS JR. AND HESTER COCKNEY**, 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.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

TOMMY ELIAS JR. AND HESTER COCKNEY

Respondents/Tenants

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
Brian Larman, representing the applicant
Tommy Elias Jr., respondent
Hester Cockney, respondent

Date of Decision: March 3, 2016

REASONS FOR DECISION

The applicant alleged that the respondents had breached an order requiring them to pay the monthly rent on time plus an additional \$50/month until rent arrears were paid in full. The applicant sought an order requiring the respondents to pay the remaining balance of rent arrears in full and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided a tenant ledger in evidence which indicated a balance of rent owing of \$9851.90.

A previous order (file 20-13517, filed on August 1, 2013) required the respondents to pay the monthly rent plus an additional \$50/month until the rent arrears of \$8083.56 were paid in full.

Had the respondents satisfied the order, the rent arrears would now be reduced to \$6483.56

Rent arrears at previous hearing	\$8083.56
less 32 months x \$50/month	<u>(1600.00)</u>
Total	\$6483.56

Instead the rent arrears are \$9851.90. Clearly the previous order has been breached.

The respondents did not dispute the allegations.

The applicant expressed their willingness to continue the tenancy agreement provided the respondents made a reasonable effort to make regular payments of rent and retire the arrears. The

applicant suggested that the tenancy agreement be terminated by order on June 30, 2016 to give the respondents an opportunity to demonstrate their willingness to address the arrears.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$9851.90. In my opinion, there are sufficient grounds to terminate the tenancy agreement. There has been no progress in retiring the rent arrears and the monthly rent is not regularly paid. In my opinion, the landlord is entitled to a termination order and the choice as to whether to enforce it or not should be theirs. I shall not, however, issue an eviction order at this time. The landlord may apply for an eviction order at a later date if necessary.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$9851.90 and terminating the tenancy agreement on June 30, 2016 unless those rent arrears are paid in full.

Hal Logsdon
Rental Officer