

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **BARBARA 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 -

BARBARA PANAKTALOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **BARBARA 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-

BARBARA 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
Brian Larman, representing the applicant
Barbara Panaktalok, respondent

Date of Decision: March 3, 2016

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$18,957.20. The applicant stated that a payment of \$270 was paid on March 2, 2016 which had not been posted to the statement, bringing the balance owing to \$18,687.20.

A previous order (file #20-13489, filed on August 1, 2013) required the respondent to pay the monthly rent plus and additional \$100/month until the rent arrears of \$24,819.13 were paid in full. In terms of the quantum of rent and rent arrears previously ordered to be paid, the respondents are not in breach of that order.

In my opinion, there is no justification to rescind the previous order and certainly no reason to terminate the tenancy agreement or evict the respondent. The respondent has been paying the monthly rent and the arrears as previously ordered.

The previous order shall continue to be in effect and the application shall be dismissed.

Hal Logsdon
Rental Officer