

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **EDGAR KUPTANA AND KARRA DILLON**, 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,
regarding the rental premises at **TUKTOYAKTUK, NT**.

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

EDGAR KUPTANA AND KARRA DILLON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred sixteen dollars and sixty two cents (\$1216.62).
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 80, Tuktoyaktuk, NT shall be terminated on December 31, 2004 and the respondents shall vacate the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
September, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **EDGAR KUPTANA AND KARRA DILLON**, Respondents.

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BETWEEN:

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-and-

EDGAR KUPTANA AND KARRA DILLON

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 16, 2004
<u>Place of the Hearing:</u>	Tuktoyaktuk, NT via teleconference
<u>Appearances at Hearing:</u>	Lucille Pokiak, representing the applicant Karra Dillon, respondent
<u>Date of Decision:</u>	September 16, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the rent ledger in evidence. The ledger indicated a balance of rent owing in the amount of \$1216.62.

The respondent did not dispute the allegations and stated that she wanted to purchase the house and had been paying the rent arrears. The applicant stated that they were willing to permit the tenancy agreement to continue provided the rent arrears were paid by December 31, 2004. The respondent stated that she believed they could pay the arrears by that date.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1216.62. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are paid by December 31, 2004.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1216.32 and terminating the tenancy agreement on December 31, 2004 unless that amount is paid in full.

Hal Logsdon
Rental Officer