

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARTHA KANATSIK**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARTHA KANATSIK**

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 eight hundred ninety one dollars (\$891.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #106, 5465 52nd Street, Yellowknife, NT shall be terminated on October 31, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant, and **MARTHA KANATSIK**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MARTHA KANATSIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** October 11, 2005

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

**Appearances at Hearing:** Mary George, representing the applicant  
Pamela Kanatsiak, representing the respondent

**Date of Decision:** October 11, 2005

**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 between the parties unless the full amount of the rent arrears was promptly paid. The rental 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 \$891.00. The applicant testified that the parties had entered into an agreement in August, 2005 to pay the arrears in monthly installments but the respondent had failed to make any payments. The applicant sought termination of the tenancy agreement on October 31, 2005 unless the full amount of the arrears was paid in full.

The respondent's representative did not dispute the allegations and stated that the respondent was currently working out of town and would be able to pay the rent arrears in full by the end of October.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$891.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$891.00 and terminating the tenancy agreement on October 31, 2005 unless those arrears are paid in full. The respondent shall also be ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer