

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **PATRICK KUPTANA AND TERRI LEE KUPTANA**, 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 -

PATRICK KUPTANA AND TERRI LEE KUPTANA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order (File #20-8290, filed on March 30, 2005) is rescinded and the respondents shall pay the applicant rent arrears in a lump sum in the amount of eleven thousand four hundred ten dollars and twenty four cents (\$11,410.24).
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 140, Tuktoyaktuk, NT shall be terminated on November 30, 2005 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 14th day of
September, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

PATRICK KUPTANA AND TERRI LEE KUPTANA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 13, 2005
<u>Place of the Hearing:</u>	Tuktoyaktuk, NT via teleconference
<u>Appearances at Hearing:</u>	Lucille Pokiak, representing the applicant Terri Lee Kuptana, respondent
<u>Date of Decision:</u>	September 13, 2005

REASONS FOR DECISION

Patrick Kuptana, the joint tenant to this tenancy agreement was unable to be served with a Notice to attend the hearing as he is working out of town. His notice was not substitutionally served on Ms Kuptana. However, I am satisfied that the respondents were adequately informed of the hearing and were able to represent themselves.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and had breached a previous order to pay rent arrears. The applicant sought an order requiring the respondents to pay the alleged rent arrears in a lump sum and termination of the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$12,056.24. The applicant stated that since the last entry on the ledger was made, the September rent had been assessed at \$1314 and a rent payment of \$1960 had been received, bringing the balance to \$11,410.24.

A previous order was issued (File #20-8290, filed on March 30, 2005) requiring the respondents to pay rent arrears of \$9922.24 in monthly installments of \$1000 along with the rent until the arrears were paid in full. Ms. Kuptana appeared at that hearing and proposed the arrangement. The first payment of arrears was due on April 1, 2005. The order was breached on that date and has remained in default since.

The respondent stated that she was unable to afford the amounts she had previously agreed to and

asked that another order be issued reducing the amount of her monthly arrears payments.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$11,410.24. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid in full. While it may be true that the respondents overestimated their ability to pay the arrears, the fact that the full amount of rent has not been paid leads me to believe the respondents lack the willingness to pay.

An order shall issue rescinding the previous order and requiring the respondents to pay the applicant rent arrears in a lump sum in the amount of \$11,410.24 and terminating the tenancy agreement on November 30, 2005 unless those arrears are paid in full.

Hal Logsdon
Rental Officer