

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **AGNES KUPTANA**, 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 **INUVIK, NT**.

BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

AGNES KUPTANA

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 one thousand five hundred ninety dollars (\$1590.00).
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 Apartment 203, 36 Ducklake Road, Inuvik, NT shall be terminated on May 12, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and the May, 2006 rent in the total amount of two thousand eight hundred ninety dollars (\$2890.00) is 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 3rd day of May, 2006.

Hal Logsdon
Rental Officer

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Applicant, and **AGNES KUPTANA**, Respondent.

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R-5 (the "Act");

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BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

AGNES KUPTANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 28, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tanya Gruben, representing the applicant
Agnes Kuptana, respondent (by phone)

Date of Decision: April 28, 2006

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1590. The monthly rent for the premises is \$1300.

The respondent did not dispute the allegations and stated that she could pay the full amount owing within a week.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1590. 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 \$1590 and terminating the tenancy agreement between the parties on May 12, 2006 unless the rent arrears and the May, 2006 rent in the total amount of \$2890 is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay all future rent on time.

Hal Logsdon
Rental Officer