

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **AARON PEARCE AND MELISSA 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 **ULUKHAKTOK, NT**.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

AARON PEARCE AND MELISSA KUPTANA

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 three thousand three hundred fifty one dollars and sixty seven cents (\$3351.67).
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 32, Lot 8, Block 9, Ulukhaktok, NT shall be terminated on January 15, 2007 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
December, 2006.

Hal Logsdon
Rental Officer

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-and-

AARON PEARCE AND MELISSA KUPTANA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 5, 2006

Place of the Hearing: Ulukhaktok, NT via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: December 5, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

This application was amended by the applicant. The original application and the amendment were served on the respondents by registered mail and confirmed delivered.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and by illegally selling liquor in the rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$3394. The applicant testified that the respondents had a credit on their tenant damage account in the amount of \$42.33 bringing the balance owing to \$3351.67.

Article 20 of the tenancy agreement prohibits "bootlegging" in the rental premises.

20. **Additional Obligations - Illegal/Criminal Activities**

If a Tenant or an occupant of the premises is bootlegging or trafficking in an illicit substance, or conspiring or attempting, or aiding, abetting, or counseling (sic) another person, to bootleg or to traffic in an illicit substance in the rental premises or the residential complex, then this will be cause for

terminating this agreement.

The applicant provided a letter from Cpl. Sean L. Gordon of the Ulukhaktok RCMP detachment confirming that Aaron Pearce was convicted of two counts of unlawful sale of liquor on November 21, 2006. The sales occurred in the rental premises.

Section 45(1) of the *Residential Tenancies Act* permits a landlord and tenant to agree to obligations not specifically contained in the Act in a written tenancy agreement.

45.(1) Where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Additional obligations must be consistent with the Act and must be reasonable in all circumstances. In my opinion, the tenant's obligation as set out in article 20 of the tenancy is not inconsistent with the Act and is reasonable. It is therefore enforceable by a landlord and termination of the tenancy agreement is a remedy available to the landlord pursuant to section 45.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to not sell liquor from the rental premises. I find the rent arrears to be \$3351.67. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3351.67 and terminating the tenancy agreement on January 15, 2007.

Hal Logsdon
Rental Officer