

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **ROBERT ANIKINA**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ROBERT ANIKINA**

Respondent/Tenants

**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 sixty eight dollars and ninety five cents (\$868.95).
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 174, Tuktoyaktuk, NT shall be terminated on February 28, 2007 and the respondent shall vacate the premises on that date unless the rental arrears in the amount of eight hundred sixty eight dollars and ninety five cents (\$868.95) are paid in full.

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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 11th day of January, 2007.

Rental Officer

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Hal Logsdon

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BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**ROBERT ANIKINA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 11, 2007

**Place of the Hearing:** Tuktoyaktuk, NT via teleconference

**Appearances at Hearing:** Lucille Pokiak, representing the applicant

**Date of Decision:** January 11, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$10,018.95. The applicant noted that the full unsubsidized rent of \$1557 had been charged for the months of July, August, September, November and December, 2006 and January 2007. The applicant stated that a rent of \$32 should have been charged for each of those months resulting in a balance of rent owing of \$868.95 calculated as follows:

Balance as per ledger	\$10,018.95
less reversal of unsubsidized rent	(9342.00)
plus rent @ \$32/month	<u>192.00</u>
Balance owing	\$868.95

I note also from the ledger that the respondent has not paid any rent since August, 2005.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$868.95. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless

the rent is paid in full. The applicant suggested February 28, 2007 as the required date for the payment of the arrears. In my opinion, especially given the poor record of payment by the respondent, this is entirely reasonable.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$868.95. An order shall issue requiring the respondent to pay the applicant \$868.95 and terminating the tenancy agreement on February 28, 2007 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer