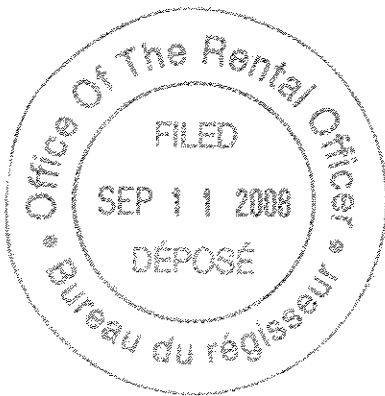


IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **EDGAR KUPTANA AND KARRA DILLON**, Respondents;

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 -

**EDGAR KUPTANA AND KARRA DILLON**

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 eleven thousand five hundred twenty nine dollars and sixty two cents (\$11,529.62).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one thousand eight hundred twenty three dollars and forty seven cents (\$1823.47).
3. 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 80, Tuktoyaktuk, NT shall

be terminated on October 31, 2008 and the respondents shall vacate the premises on that date unless rent arrears and repair costs in the total amount of thirteen thousand three hundred fifty three dollars and nine cents (\$13,353.09) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of September, 2008.

  
\_\_\_\_\_  
Hal Logsdon  
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **EDGAR KUPTANA AND KARRA DILLON**, 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.

BETWEEN:

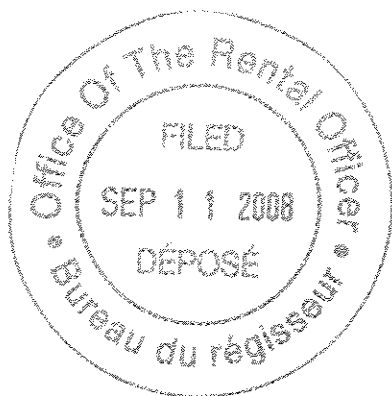
**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**EDGAR KUPTANA AND KARRA DILLON**

Respondents/Tenants



**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2008

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

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

**Date of Decision:** September 9, 2008

### **REASONS FOR DECISION**

The respondents were served with Notices of a Attendance sent by registered mail. The Tuktoyaktuk postmaster confirmed that the respondents had picked up the notices. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were caused by their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$11,529.62.

The applicant also provided a copy of the tenant damage ledger which indicated a balance of repair costs owing in the amount of \$1823.47. Work orders for the repairs were submitted in evidence outlining the work performed and charges applied.

I find the ledgers in order. The repairs were made necessary due to the negligence of the respondents. I find the rent arrears to be \$11,529.62 and find the repair costs of \$1823.47 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless

the rent arrears and repair costs are paid. The applicant suggested October 31, 2008 as an appropriate date. In my opinion, that is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$11,529.62 and repair costs of \$1823.47 and terminating the tenancy agreement on October 31, 2008 unless those amounts are paid in full.

  
\_\_\_\_\_  
Hal Logsdon  
Rental Officer