

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **PATRICIA KISOUN**, 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 -

PATRICIA KISOUN

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 three thousand one hundred fifty three dollars and thirty nine cents (\$3153.39).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 27 Natala Drive, Inuvik, NT shall be terminated on December 20, 2007 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of
December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **PATRICIA KISOUN**, 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.

BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

PATRICIA KISOUN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 5, 2007

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Tanya Gruben, representing the applicant

Date of Decision: December 5, 2007

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her 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 between the parties. The respondent provided a statement of the rent which indicated a balance of rent owing in the amount of \$3675. The monthly rent for the premises is \$1470. The statement indicates that the last payment of rent was received on October 12, 2007.

The applicant provided numerous notices and E-mail correspondence concerning non-payment of rent. The applicant also provided copies of eight of the respondent's cheques which were returned due to insufficient funds. The applicant stated that they would only charge rent to the day the respondent vacated the premises and sought a termination date in December, 2007.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3675. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. The respondent has had more than sufficient warning concerning late rent yet there is no abatement of the problem and the rent account is now more than two months in arrears.

An order shall issue terminating the tenancy agreement on December 20, 2007. The order shall also require the respondent to pay rent arrears in the amount of \$3153.39 calculated as follows:

Rent arrears to November 30/07	\$2205.00
December 1-20 rent	<u>948.39</u>
Rent owing	\$3135.39

Should the respondent fail to vacate the premises on December 20, 2007 the applicant may charge the respondent compensation for use and occupation of the premises at a rate of \$48.33/day until the respondent vacates the premises.

Hal Logsdon
Rental Officer