

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **FRED KUNEYUNA**, 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 **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

FRED KUNEYUNA

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 six hundred ninety eight dollars and fifty five cents (\$3698.55).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs for duplicate keys in the amount of twenty three dollars and forty five cents (\$23.45).
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 64, Lot 7, Block 17,

Ulukhaktok, NT shall be terminated on October 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and costs for duplicate keys in the total amount of three thousand seven hundred twenty two dollars (\$3722.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of September, 2008.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

FRED KUNEYUNA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 30, 2008

Place of the Hearing: Ulukhaktok, NT, via teleconference

Appearances at Hearing: Karen Kitekudlak, representing the applicant

Date of Decision: September 30, 2008

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 by failing to pay for costs related to cutting an extra set of keys to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and key costs and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$3698.55. The applicant also provided a copy of the tenant damage ledger and a work order which indicated that the respondent had been charged \$23.45 to cut an extra set of keys to the premises.

A previous order (file #20-9289, filed on December 14, 2006) required the respondent to pay rent arrears and repair costs in monthly payments of \$150 and to pay the monthly rent on time. The applicant stated that the amounts were not paid in accordance with the order.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to pay for costs of having extras keys made. I also find the respondent in breach of the previous order, requiring him to pay rent on the days it is due. I find the rent arrears to be

\$3698.55 and the key costs to be \$23.45. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and key costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3698.55, key costs in the amount of \$23.45 and terminating the tenancy agreement on October 31, 2008 unless those amounts are paid in full.

Hal Logsdon
Rental Officer