

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
THERESA KAKFWI, 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 **COLVILLE LAKE, NT.**

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

THERESA KAKFWI

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 ten thousand nine hundred ninety eight dollars (\$10,998.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on June 30, 2009 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
THERESA KAKFWI, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

THERESA KAKFWI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 11, 2009**

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

Appearances at Hearing: **Christena Greek, representing the applicant**

Date of Decision: **June 11, 2009**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. Because there was not a confirmation of delivery available from Canada Post, the rental officer contacted the respondent by phone on June 10, 2009 and advised her of the time and date of the hearing and notified her that she would be called at her home telephone number so she could attend by phone. The respondent indicated that she was taking a local course that day but would try to get time off to attend the hearing. The respondent did not contact the rental officer prior to the hearing to indicate any problems with attendance. The respondent did not answer the telephone when called. In my opinion, the respondent was given ample notice of 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. The premises are subsidized public housing.

The applicant provided a statement of the rent in evidence which indicated a balance of rent owing as at April 1, 2009 in the amount of \$10,363.50. The applicant stated that since that date the May, 2009 rent of \$423 and the June rent of \$423 had come due and no payments had been made, bringing the balance owing to \$11,209.50. The statement indicates that no rent has ever been paid by the respondent.

A previous order (file #20-9566, filed on July 11, 2007) required the respondent to pay rent arrears of \$211.50 and to pay future rent on time. That order has not been satisfied.

I find the respondent in breach of her obligation to pay rent. Taking into consideration the previous unsatisfied order, an additional order shall issue requiring the respondent to pay the applicant \$10,998 calculated as follows:

Balance as per statement	\$10,363.50
plus May/09 rent	423.00
plus June/09 rent	423.00
less previous unsatisfied order	<u>(211.50)</u>
Total	\$10,998.00

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The tenant has never paid any rent despite notices and a previous order nor does she appear willing to do so. The tenancy agreement shall be terminated by order on June 30, 2009 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer