

IN THE MATTER between **TEPEE HOUSING ASSOCIATION**, Applicant, and
FORREST KENDI, 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:

TEPEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

FORREST KENDI

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **TEPEE HOUSING ASSOCIATION**, Applicant, and
FORREST KENDI, 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:

TEPEE HOUSING ASSOCIATION

Applicant/Landlord

-and-

FORREST KENDI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 24, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Jeannie Pascal, representing the applicant
Forrest Kendi, respondent

Date of Decision: February 24, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The applicant 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 alleged that the balance of rent owing was \$15,342.91. There was no evidence submitted by the applicant showing how that amount had accrued.

The respondent disputed the amount of rent owing stating that he did not think it had been assessed properly.

A previous order (file #20-10766, filed on April 29, 2009) terminated the tenancy agreement on May 31, 2009 unless the respondent complied with the obligation to report the household income in accordance with the tenancy agreement. The parties agreed that the respondent had not fully complied with the order. The applicant stated that no new tenancy agreement had been made between the parties since May 31, 2009. In my opinion, this tenancy agreement has already been terminated by the previous order. There is no requirement to terminate the tenancy agreement again.

In the matter of rent, I can not accept the applicant's testimony that the respondent owes \$15,342

without some evidence of how that figure was determined. The alleged balance does not appear possible given the testimony I heard at the previous hearing. As well, as I noted at the previous hearing, the method of rent assessment used does not appear consistent with the tenancy agreement. There is simply no evidence provided to support the figure of \$15,342.

Accordingly, the application is dismissed.

Hal Logsdon
Rental Officer