

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **BESSIE KAHAK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

BESSIE KAHAK

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 two thousand two hundred fifty dollars (\$2250.00).
2. 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 Apartment 4, 5115 51 Street, Yellowknife, NT shall be terminated on April 29, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of April,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **BESSIE KAHAK**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

BESSIE KAHAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant

Date of Decision: April 13, 2011

REASONS FOR DECISION

This matter was originally set for hearing on March 22, 2011. The respondent sought an adjournment to permit her to speak to counsel and inquire about income support. The matter was adjourned to April 13, 2011 and both parties advised as to the location, date and time of the hearing. The respondent failed to appear on April 13, 2011 and the matter was heard 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, terminating the tenancy agreement and evicting the respondent unless the rent arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2250. The monthly rent for the premises is currently \$450.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2250. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2250 and terminating the tenancy agreement on April 29, 2011 unless those rent arrears are paid

in full. An order evicting the respondent unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer