

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **ROLAND KUPTANA AND RITA KUPTANA**, Respondents;

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 **TUKTOYAKTUK, NT.**

BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ROLAND KUPTANA AND RITA KUPTANA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of forty five thousand five hundred sixty eight dollars and ninety eight cents (\$45,568.98). The respondents shall pay the rent arrears in monthly installments of two hundred fifty dollars (\$250.00), payable on the first day of every month, along with the rent, until the rent arrears are paid in full. The first payment shall be due on October 1, 2011.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **ROLAND KUPTANA AND RITA KUPTANA**, Respondents.

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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ROLAND KUPTANA AND RITA KUPTANA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 23, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant
Roland Kuptana, respondent
Rita Kuptana, respondent

Date of Decision: September 23, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. 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 \$45,568.98.

The respondents disputed the allegations and provided numerous rent receipts in evidence. The respondents did not provide any specific examples of errors on the ledger, unrecorded rent payments or errors in assessment but stated that they believed the rent had been improperly assessed in the past. This tenancy is a long standing one, having commenced in July, 2000. On August 26, 2009 the respondents acknowledged the rent arrears as indicated on the landlord's ledger and agreed to pay the arrears in monthly installments. The respondents believe that errors in assessments were made prior to that date.

The respondents have not provided any specific evidence of improper assessments or other errors on the rent ledger. From the evidence provided to me by the parties I do not find any irregularities in the rent records. I find rent arrears of \$45,568.98.

The respondents stated that they would pay the rent arrears in monthly installments of \$250 along

with the rent and the applicant accepted the offer and agreed to continue the tenancy as long as the arrangement was not breached.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$45,568.98 in monthly installments of \$250 along with the monthly rent on the first day of every month until the rent arrears are paid in full. The first payment shall be due on October 1, 2011. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the monthly rent on time or fail to pay the arrears in accordance with this order, the applicant may file another application seeking the full amount of any balance owing and termination of the tenancy agreement.

Hal Logsdon
Rental Officer