

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**FELIX KARGEIE**, 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 **DELINE, NT**.

BETWEEN:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**FELIX KARGEIE**

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 one thousand thirty five dollars (\$1035.00).
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 Unit 69, Deline, NT shall be terminated on April 30, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears of one thousand thirty five dollars (\$1035.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of March,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and  
**FELIX KARGEIE**, 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:

**DELINE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**FELIX KARGEIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 27, 2013

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

**Appearances at Hearing:** Phebie Kenny, representing the applicant

**Date of Decision:** March 27, 2013

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail which was 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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears are paid. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1035. The applicant stated that all of the rent had been calculated on the respondent's reported household income.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1035. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. In my opinion the applicant's suggested date of April 30, 2013 is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1035 and terminating the tenancy agreement on April 30, 2013 unless that amount is paid in full.

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An eviction order to be effective on May 1, 2013 unless the rent arrears are paid on or before April 30, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer