

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and  
**MARIE NITSIZA**, Respondent;

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

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

BETWEEN:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

- and -

**MARIE NITSIZA**

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 forty eight thousand one hundred thirty six dollars (\$48,136.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 207 Mbehcho Tili, Behchoko, NT shall be terminated on June 30, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of May,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and  
**MARIE NITSIZA**, 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:

**BEHCHOKO KO GHA K'AODEE**

Applicant/Landlord

-and-

**MARIE NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 16, 2014

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

**Appearances at Hearing:** Mike Keohane, representing the applicant  
Therese Migwi, representing the applicant  
Marie Nitsiza, respondent

**Date of Decision:** April 16, 2014

### **REASONS FOR DECISION**

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. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$48,136. The applicant stated that the assessed rent had been calculated based on the household income of the respondent and that the respondent's income was above the maximum allowed for the public housing program.

The respondent did not dispute the allegations and asked to be permitted to occupy the premiss until June 30, 2014 when she intended to take a teaching position in another community and vacate the premises. The respondent stated that she intended to pay the outstanding rent. The applicant agreed to permit the tenancy agreement to continue to June 30, 2014.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$48,136. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$48,136 and terminating the tenancy agreement on June 30, 2014. An eviction order to be effective on July 1,

2014 shall be issued separately.

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Hal Logsdon  
Rental Officer