

IN THE MATTER between **TUKTOYAKTUK DEVELOPMENT CORPORATION**,
Applicant, and **ALICE KIMIKSANA**, 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 **INUVIK, NT**.

BETWEEN:

TUKTOYAKTUK DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

ALICE KIMIKSANA

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 twenty four thousand one hundred dollars (\$24,100).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 39 Natala Drive, Inuvik, NT shall be terminated on November 30, 2014 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
November, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK DEVELOPMENT CORPORATION**,
Applicant, and **ALICE KIMIKSANA**, 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:

TUKTOYAKTUK DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

ALICE KIMIKSANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 13, 2014

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Darlene Gruben, representing the applicant

Date of Decision: November 13, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and conformed delivered. The respondent failed to appear at the hearing and the hearing was held in her 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.

The monthly tenancy agreement commenced on June 1, 2013 and set out a monthly rent of \$1600. The tenancy agreement does not set out a required security deposit and the applicant testified that none was collected. The tenancy agreement does not specify the day on which the monthly rent is due. Therefore the rent is due on or before the last day of the month.

The applicant provided six rent receipts in evidence and testified that no other rent payments had been made by the respondent during the tenancy. She testified that the last payment was made on March 19, 2014. The receipts indicated that only \$3100 of rent has been paid by the respondent.

June 3, 2013	\$800
June 24, 2013	500
September 24, 2013	300
September 26, 2013	400
October 8, 2013	300
March 19, 2014	<u>800</u>
Total	\$3100

The total amount of rent that has come due is \$27,200 calculated as follows:

June, 2013 to October 31 (17 months @ \$1600/month) - \$27,200

I find rent arrears of \$24,100 calculated as follows:

Rent due	\$27,200
Less payments made	<u>3,100</u>
Rent arrears	\$24,100

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$24,100. 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 \$24,100 and terminating the tenancy agreement on November 30, 2014. An eviction order to be effective on December 1, 2014 shall be issued separately.

Hal Logsdon
Rental Officer