

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **BRENDA KIMIKSANA**, 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 **TUKTOYAKTUK, NT**.

BETWEEN:

**TUKTOYAKTUK HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**BRENDA 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 six thousand five hundred thirty seven dollars and eighty seven cents (\$6537.87).
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 #143, Tuktoyaktuk, NT shall be terminated on June 30, 2016 and the respondent shall vacate the premises on that

date, unless rent arrears in the amount of six thousand five hundred thirty seven dollars and eighty seven cents (\$6537.87) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of March, 2016.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,  
Applicant, and **BRENDA 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 HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**BRENDA KIMIKSANA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 3, 2016

**Place of the Hearing:** Tuktoyaktuk, NT via telephone

**Appearances at Hearing:** Lucille Pokiak, representing the applicant  
Brian Larman, representing the applicant  
Brenda Kimiksana, respondent

**Date of Decision:** March 3, 2016

**REASONS FOR DECISION**

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 and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing of \$6937.87. The applicant stated that a payment of \$400 was made the previous day which does not show on the ledger, bringing the balance of rent owing to \$6537.87.

A previous order (file #20-8540, filed on September 28, 2005) has been satisfied.

The respondent previously acknowledged rent arrears of \$5487.89 on August 29, 2014 and promised to pay the monthly rent plus an additional \$100/month until the rent arrears were paid. Clearly, that agreement, which was made in writing and provided by the applicant in evidence, has been breached.

The respondent stated that she was now employed and would be able to make payments to reduce the arrears.

The applicant expressed their willingness to continue the tenancy agreement provided the respondent made a reasonable effort to make regular payments of rent and retire the arrears. The

applicant suggested that the tenancy agreement be terminated by order on June 30, 2016 to give the respondent an opportunity to demonstrate her willingness to address the arrears.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$6537.87. In my opinion, there are sufficient grounds to terminate the tenancy agreement. To date, the respondent has not shown a serious effort to address her obligation to pay rent and her rent arrears have continued to accumulate. In my opinion, the landlord is entitled to a termination order and the choice as to whether to enforce it or not should be theirs. I shall not, however, issue an eviction order at this time. The landlord may apply for an eviction order at a later date if necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6537.87 and terminating the tenancy agreement on June 30, 2016 unless those rent arrears are paid in full.

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Hal Logsdon  
Rental Officer