

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **BENNET FELIX AND DIANE KOWANA**, 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 -

BENNET FELIX AND DIANE KOWANA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **BENNET FELIX AND DIANE KOWANA**, 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-

BENNET FELIX AND DIANE KOWANA

Respondents/Tenants

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
Bennet Felix, respondent
Diane Kowana, respondent

Date of Decision: March 3, 2016

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 and evicting the respondents. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at February 26, 2016 in the amount of \$7059.92. The applicant stated that since that date the March rent of \$325 had come due and a payment of \$500 had been made, resulting in a current balance of \$6684.92.

A previous order (file #20-13516, filed on August 2, 2013) required the respondents to pay the monthly rent plus and additional \$50/month until the rent arrears of \$9931.59 were paid in full. In terms of the quantum of rent and rent arrears previously ordered to be paid, the respondents are not in breach of that order.

In my opinion, there is no justification to rescind the previous order and certainly no reason to

terminate the tenancy agreement or evict the respondents The respondents have been paying the monthly rent and the arrears as previously ordered.

The previous order shall continue to be in effect and the application shall be dismissed.

Hal Logsdon
Rental Officer