

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
SYLVIA LIPSCOMB AND LEONARD KIKOAK, 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,
regarding the rental premises at **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

SYLVIA LIPSCOMB AND LEONARD KIKOAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred forty four dollars (\$844.00).
2. Pursuant to sections 41(4)(c) and 84(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as PH185, 20 Raven Street, Inuvik, NT shall be terminated on January 31, 2002, and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of January,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
SYLVIA LIPSCOMB AND LEONARD KIKOAK, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

SYLVIA LIPSCOMB AND LEONARD KIKOAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 8, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Sylvia Lipscomb, respondent
Leonard Kikoak, respondent

Date of Decision: January 8, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order for the payment of alleged rent arrears and termination of the tenancy agreement. The applicant provided copies of the tenant rent ledger which indicated rent arrears in the amount of \$844 representing the January, 2002 rent.

Two previous orders were filed by the rental officer regarding matters between the applicant and Sylvia Lipscomb (nee Boettger). The first order, filed in September, 1997, required the respondent to pay rent arrears and pay future rent on time. The second, filed in July, 2000, ordered the payment of rent arrears and termination of the tenancy agreement on July 31, 2001, unless the arrears were paid in full. The applicant testified that notices of termination were served on the respondents for non-payment of rent on August 1, 2001, and November 1, 2001, but the respondents failed to vacate the rental premises. Leonard Kikoak was added to the tenancy agreement as joint tenant on May 1, 2001.

The respondents did not dispute the allegations but indicated that the rent had been late due to Leonard's out-of-town work and Sylvia's inability to pay the rent based on his income from her income alone.

It is impossible to ignore the fact that late payment of rent has been a trademark of this tenancy.

The previous orders have apparently had little effect in resolving the problem of late payment of rent. The landlord should not have to repeatedly serve termination notices and initiate legal action in order to collect the rent. Should this pattern continue, termination of the tenancy will become the only remaining remedy.

I find the respondents have breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$844. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the arrears are promptly paid.

An order shall be issued for the respondents to pay the applicant rent arrears in the amount of \$844 and terminating the tenancy agreement on January 31, 2002, unless those arrears are paid in full.

Hal Logsdon
Rental Officer