

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **GERI-LYN ST. AMAND**, 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, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

GERI-LYN ST. AMAND

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 eight hundred seventy one dollars (\$871.00).
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 LH86, 28A Kingmingya Road, Inuvik, NT shall be terminated on January 31, 2002 and the respondent shall vacate the premises on that date unless the rent arrears and remainder of the security deposit totalling one thousand five hundred and seven dollars (\$1507.00) is paid in full to the applicant.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of January, 2002.

Hal Logsdon
Rental Officer

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GERI-LYN ST. AMAND, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

GERI-LYN ST. AMAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 8, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Geri-Lyn St. Amand, respondent

Date of Decision: January 8, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$871.00.

The applicant testified that only half of the required security deposit had been paid, leaving a balance owing in the amount of \$636.

The tenancy agreement between the parties was made in writing and commenced on July 23, 2001. A security deposit of \$1272 is required pursuant to that agreement.

The respondent did not dispute the allegations.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the full amount of the required security deposit. I find the rent arrears to be \$871 and the balance of the security deposit owing to be \$636. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and remainder of the security deposit are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$871 and terminating the tenancy agreement on January 31, 2002 unless the rent arrears and remainder of the security deposit, a total of \$1507, are paid in full.

Hal Logsdon
Rental Officer