

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **KEN KENDI AND VERONICA COYEN**, 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 -

KEN KENDI AND VERONICA COYEN

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 one thousand five hundred fifty nine dollars (\$1559.00).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of repair related to tenant damage to the rental premises in the amount of forty two dollars and fifty two cents (\$42.52).
3. Pursuant to sections 41(4)(c) and 43(3)(d) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the rental premises known as PH 25, 60 D Kingmingya Road, Inuvik, NT shall be terminated on January 15, 2003 and the respondents shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **KEN KENDI AND VERONICA COYEN**, 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-

KEN KENDI AND VERONICA COYEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 26, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Ken Kendi, respondent
Veronica Coyen, respondent

Date of Decision: December 2, 2002

REASONS FOR DECISION

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent, failing to repair tenant damages to the rental premises and by disturbing other tenants' quiet enjoyment of the rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and costs of repair and termination of the tenancy agreement between the parties.

The applicant provided a copy of the tenant rent statement which indicated a balance of rent owing in the amount of \$1559 and a balance of repair costs owing in the amount of \$120.49. The applicant testified that complaint of disturbance had been made by another tenant in the complex on September 26, 2002 and that other tenants had complained about the premises being a "party house".

The respondents did not dispute the allegations pertaining to rent or disturbance but indicated that the window was broken by persons unknown from the outside of the building. They also indicated that the fire extinguisher had been accidentally knocked off the bracket and discharged. In my opinion, the costs for the broken window are not the responsibility of the respondents as the damage was not done by the tenant or persons permitted on the premises by the tenant. The fire extinguisher costs are, in my opinion, the responsibility of the tenant.

I note that two previous orders have been made requiring the respondents to pay the applicant

rent arrears. One also required the payment of tenant damage costs and ordered the respondents to not disturb other tenants in the future. I also note that since the application was served on the respondents on October 11, 2002 no rent has been paid. The ledger indicates that no rent has been paid since August 2, 2002. It does not appear that the previous orders have had much effect on the respondents, as the rent remains unpaid and the disturbances and damages continue. In my opinion, the only remaining remedy is termination.

I find the respondents breached the tenancy agreement by failing to pay rent, failing to repair damages and disturbing other tenants. I find the rent arrears to be \$1559 and the costs of repair to be \$47.52. An order shall be issued requiring the respondents to pay the applicant those amounts and terminating the tenancy agreement on January 15, 2003 which is the date recommended by the applicant.

Hal Logsdon
Rental Officer