

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. The application is dismissed.

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
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: November 26, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Sylvia Lipscomb, respondent
Janey Arey, witness for the respondent

Date of Decision: December 2, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had failed to pay rent on time and sought an order terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger and testified that since the application was filed, the respondent had paid the outstanding rent in full. The applicant noted three previous orders issued requiring the respondent to pay rent and requested that termination be considered as a remedy. The applicant provided a copy of the tenant ledger as evidence.

The respondent did not dispute the allegations but testified that the rent, which is based on household income, had been calculated on her common-law husband's income as she was not employed. She stated that her common-law husband would not pay the rent in accordance with the tenancy agreement and that her capacity to do so was very limited. She stated that the relationship had broken up and provided a statutory declaration that they had been living apart since September 25, 2002. She indicated that she was seeking child support and custody.

While I can understand the applicant's frustration regarding the collection of rent, in my opinion, the respondent seems to be taking some positive steps to eliminate the problem. As her need for social housing is evident, termination of the tenancy agreement would serve to punish more than remedy. In my opinion, the tenancy agreement should be allowed to continue. Having said that, the respondent must understand her obligation to pay rent on time and realize that the landlord should not be expected to constantly take legal action to collect the rent.

The applicant's request for an order terminating the tenancy agreement is denied and the application is dismissed.

Hal Logsdon
Rental Officer