

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **DONNA HANSON AND DANNY ALLEN**, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

DONNA HANSON AND DANNY ALLEN

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 four thousand two hundred twenty five dollars and thirty seven cents (\$4225.37).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of March,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **DONNA HANSON AND DANNY ALLEN**, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

DONNA HANSON AND DANNY ALLEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 5, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tanya Gruben, representing the applicant
Donna Hanson, respondent
Danny Allen, respondent

Date of Decision: March 5, 2003

REASONS FOR DECISION

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears. The tenancy agreement between the parties was terminated on May 31, 2002 when the respondents vacated the premises. The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$4225.37. The applicant testified that the parties had entered into a payment agreement whereby the respondents would pay the rent arrears in installments but the respondents failed to make payments in accordance with the agreement. The applicant stated that they did not file the application within the normal 6 month period because they had reason to believe the matter would be resolved without resort to legal action.

The respondents did not dispute the allegations and offered to pay the arrears in installments.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$4225.37. An order shall be issued requiring the respondents to pay the applicant rent arrears in that amount. I leave it to the parties to agree to payment arrangements.

Hal Logsdon
Rental Officer