

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LORNA LOREEN AND MICHAEL RILLING, 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 -

LORNA LOREEN AND MICHAEL RILLING

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 two thousand seventeen dollars (\$2017.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages in the amount of two hundred ninety eight dollars and eighty seven cents (\$298.87).
3. 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 PH32, 60L Kingmingya Road,

Inuvik, NT shall be terminated on October 31, 2003 and the respondents shall vacate the premises on that date, unless the rent arrears and repair costs in the amount of two thousand three hundred fifteen dollars and eighty seven cents (\$2315.87) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
LORNA LOREEN AND MICHAEL RILLING, 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-

LORNA LOREEN AND MICHAEL RILLING

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 2, 2003**

Place of the Hearing: **Inuvik, NT**

Appearances at Hearing: **Victoria Boudreau, representing the applicant**
Diana Tingmiak, representing the applicant

Date of Decision: **October 2, 2003**

REASONS FOR DECISION

The respondents were served with Notices of Attendance on September 6, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for the repair of damages caused by the negligence of the respondents. The applicant sought an order requiring the respondents to pay the alleged rent arrears and costs related to the repair of the alleged damages and termination of the tenancy agreement.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2107 and outstanding charges for repairs to the premises in the amount of \$298.87.

The applicant also provided copies of invoices outlining the repairs made to the premises stating that the repairs were made necessary due to the negligence of the respondents.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and failing to pay for the costs of repair of tenant damages. I find the rent arrears to be \$2107 and the costs related to repairs to be \$298.87. I find the repair costs to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondents to pay rent arrears and repair costs in the amount

of \$2315.87 and terminating the tenancy agreement on October 31, 2003 unless that amount is paid in full.

Hal Logsdon
Rental Officer