

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **DESMOND LOREEN**, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

DESMOND LOREEN

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 two thousand forty dollars (\$2040.00).
2. Pursuant to section 42(3)(e) of the Residential Tenancies Act, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of two hundred thirty dollars (\$230.00).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of July,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **DESMOND LOREEN**, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

DESMOND LOREEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 14, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tanya Gruben, representing the applicant
Desmond Loreen, respondent

Date of Decision: July 14, 2004

REASONS FOR DECISION

The tenancy agreement was terminated in December, 2003 when the respondent vacated the premises. The applicant alleged that the respondent had failed to pay the full amount of rent and had failed to repair damages to the premises which were the result of his negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs.

The applicant provided statement of the rent and repair costs which indicated rent arrears in the amount of \$2040 and repair costs of \$230. The applicant testified that the damages consisted of wall damage to two bedroom walls which required the removal of wax and repainting. The applicant testified that the landlord did not collect a security deposit.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and to repair damages to the premises. I find the rent arrears to be \$2040. I find the repair costs of \$230 reasonable. An order shall issue requiring the respondent to pay the applicant the rent arrears and repair costs totalling \$2270.

Hal Logsdon
Rental Officer