

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,  
Applicant, and **FRED TRIMBLE**, 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 -

**FRED TRIMBLE**

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 eight thousand six hundred fifty one dollars and sixty cents (\$8651.60).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 32 Centennial Street, Inuvik, NT shall be terminated on December 30, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of  
December, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,  
Applicant, and **FRED TRIMBLE**, 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-

**FRED TRIMBLE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 8, 2005

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

**Appearances at Hearing:** Tanya Gruben, representing the applicant  
Fred Trimble, respondent

**Date of Decision:** December 8, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$7451.60 as at November 1, 2005. The applicant testified that since that date, the December, 2005 rent had come due and no payments had been received, bringing the balance of rent owing to \$8651.60. The statement indicates that no rent has been paid since May, 2005.

The applicant stated that they had served a notice of early termination on the respondent but the respondent had failed to give up possession. The applicant expressed concern that the respondent would fail to pay for fuel and cause the premises to freeze, causing additional loss to the landlord.

The respondent did not dispute the allegations but stated that he had been trying to sell a house and some sculpture and could pay the rent when he had some income from the sales.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$8651.60. In my opinion, there are sufficient grounds to terminate the tenancy agreement. The

respondent has not paid any rent whatsoever over the past six months and shows little inclination to do so.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$8651.60 and terminating the tenancy agreement on December 30, 2005. The respondent shall vacate the premises on that day.

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Hal Logsdon  
Rental Officer