

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **DELMER RINAS AND SONJA RINAS**, 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 -

DELMER RINAS AND SONJA RINAS

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 sixty two dollars (\$4262.00).
2. 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 17 Natala Drive, Inuvik, NT shall be terminated on May 12, 2006 and the respondents shall vacate the premises on that date, unless the rent arrears and the May, 2006 rent in the total amount of five thousand seven hundred sixty two dollars (\$5762.00) is paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of May,
2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

DELMER RINAS AND SONJA RINAS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 28, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tanya Gruben, representing the applicant

Date of Decision: April 28, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance on April 20, 2006 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 sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4262. The applicant testified that the rent for May, 2006 would increase to \$1500.

I find the statement of the rent account and notice of rent increase in order and find the rent arrears to be \$4262. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$4262 and terminating the tenancy agreement on May 12, 2006 unless the rent arrears and the May, 2006 rent in the total amount of \$5762 are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay the future rent on time.

Hal Logsdon
Rental Officer