

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **BESSIE INUKTALIK**, 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 -

BESSIE INUKTALIK

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 four hundred forty six dollars and seventeen cents (\$446.17).
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 19 Natala Drive, Inuvik, NT shall be terminated on June 15, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of four hundred forty six dollars and seventeen cents (\$446.17) are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of June, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **BESSIE INUKTALIK**, 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-

BESSIE INUKTALIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 5, 2007

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tanya Gruben, representing the applicant
Bessie Inuktalik, respondent

Date of Decision: June 5, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent on the days it is due. The applicant 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 in evidence which indicated a balance of rent owing as at June 1, 2007 in the amount of \$721.17. The applicant noted that the respondent paid her rent on time while she was employed by the applicant/landlord but had not paid her rent on time after her employment was terminated. The applicant expressed doubt that the respondent had the financial capacity to pay the rent on time.

The respondent noted that the applicant held a security deposit of \$1850 which was provided to the applicant for a previously rented unit with a higher rent. The rent for the current premises is \$1575. Section 14 of the *Residential Tenancies Act* limits the amount of a security deposit to the monthly rent of the premises. The respondent asked why the \$275 difference was not returned to her or credited to her rent account. The applicant agreed that the excess security deposit of \$275 would be credited to the rent owing, bringing the balance owing to \$446.17.

The written tenancy agreement between the parties requires that the rent be paid monthly on or before the first day of each month. The rent statement indicates that the respondent has

repeatedly breached this obligation but has never fallen more than one month in arrears.

I find the respondent in breach of her obligation to pay rent on the days it is due and find the rent arrears to be \$446.17. In my opinion, the tenancy agreement should be permitted to continue provided that current rent arrears of \$446.17 are promptly paid and the future rent is paid on time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$446.17 and terminating the tenancy agreement on June 15, 2007 unless that amount is paid in full. If the tenancy agreement should continue, the respondent is also ordered to pay future rent on time.

This decision was made known to both parties at the conclusion of the hearing on June 5, 2007

Hal Logsdon
Rental Officer