

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **LEAH IPANA AND MICKEY IPANA**, 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 -

LEAH IPANA AND MICKEY IPANA

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 one thousand fifteen dollars and ninety six cents (\$1015.96).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of October, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **LEAH IPANA AND MICKEY IPANA**, 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-

LEAH IPANA AND MICKEY IPANA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 24, 2009

Place of the Hearing: Inuvik, NT via teleconference

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

Date of Decision: September 24, 2009

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties expired on January 31, 2009 but the respondents remained in possession until March 12, 2009. The applicant retained the security deposit (\$1454) and accrued interest (\$250.69) applying it against rent arrears (\$2455) and costs to repair damages to the premises and cleaning (\$265.65), leaving a balance owing to the applicant of \$1015.96.

The applicant provided an itemized list of repair costs, a security deposit statement, inspection reports and a statement of the rent account in evidence. The applicant testified that the repairs to the premises were made necessary due to the negligence of the respondents.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises. Applying the security deposit and interest first to repair costs, I find rent arrears to be \$1015.96.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1015.96.

Hal Logsdon
Rental Officer