

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **WILLIE STEFANSSON AND CHARLOTTE TEDDY**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

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 -

**WILLIE STEFANSSON AND CHARLOTTE TEDDY**

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 five thousand seven hundred twenty five dollars (\$5725.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of six hundred eighty six dollars and nine cents (\$686.09).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as AL 106 - 21, Kugmallit Road, Inuvik, NT

shall be terminated on February 28, 2014 and the respondents shall vacate the premises on that date.

4. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for use and occupation of the premises in the amount of fifty two dollars and forty one cents (\$52.41) for each day in March, 2014 the respondents remain in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of February, 2014.

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Hal Logsdon  
Rental Officer

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**WILLIE STEFANSSON AND CHARLOTTE TEDDY**, 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-

**WILLIE STEFANSSON AND CHARLOTTE TEDDY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 12, 2014

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

**Appearances at Hearing:** Diana Tingmiak, representing the applicant

**Date of Decision:** February 12, 2014

**REASONS FOR DECISION**

The respondents were personally served with Notices of Attendance 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 by failing to repair damages to the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement and evicting the respondents. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$5725 and repair costs for tenant damages in the amount of \$686.09.

The full unsubsidized rent of \$1625 has been charged in the months of December, 2013 and January and February, 2014. The applicant testified that the respondents had not provided any income information on which to calculate a subsidized rent for those months.

The applicant testified that the repairs were made necessary due to a broken window and a kicked in door which were the result of the tenants' negligence.

I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to repair damages. I find the repair costs to be reasonable. I also find the

application of the full unsubsidized rent in December, January and February to be reasonable but note that the applicant is obligated to adjust the rent to the respondents' household income should the income information be provided in accordance with the tenancy agreement. In my opinion there are sufficient grounds to terminate the tenancy agreement and evict the respondents. The respondents have not paid any rent whatsoever since July 13, 2013.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5725 and repair costs of \$686.09. The tenancy agreement shall be terminated on February 28, 2014 and the respondents ordered to vacate the premises on that date. The respondents shall be ordered to pay the respondent compensation for use and occupation of the premises \$52.41/day for each day in March should the respondents fail to vacate the premises as ordered.

An eviction order to be effective on March 1, 2014 shall be issued separately.

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Hal Logsdon  
Rental Officer