

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
YVONNE DILLON AND MILES DILLON, 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 -

YVONNE DILLON AND MILES DILLON

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 hundred seventy five dollars (\$175.00).
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 PL128, 11A Kugmallit Road, Inuvik, NT shall be terminated on December 31, 2002 and the respondents shall vacate the rental premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of
December, 2002.

Hal Logsdon
Rental Officer

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YVONNE DILLON AND MILES DILLON, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

YVONNE DILLON AND MILES DILLON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 26, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Yvonne Dillon, respondent

Date of Decision: December 2, 2002

REASONS FOR DECISION

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 which indicated a balance of rent owing in the amount of \$175. The applicant also noted that a previous order was issued requiring the respondents to pay future rent on time.

The respondents did not dispute the allegations.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$175. I also find them in breach of the previous order which required them to pay their rent on time. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$175 and terminating the tenancy agreement between the parties on December 31, 2002 unless the arrears are paid in full.

Hal Logsdon
Rental Officer