

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **BEATRICE AMOS AND BUTCH KAGLIK**, 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 -

**BEATRICE AMOS AND BUTCH KAGLIK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order (File #20-6268, filed on September 18, 2000) is rescinded and the respondent Beatrice Amos is ordered to pay the applicant costs related to the repair of tenant damages in the amount of six thousand six hundred fifty five dollars and twenty five cents (\$6655.25).
2. Pursuant to sections 42(3)(e) of the *Residential Tenancies Act*, the respondents Beatrice Amos and Butch Kaglik shall pay the applicant costs related to the repair of damages to the premises in the amount of two hundred fifteen dollars and fifty four cents (\$215.54).

3. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents Beatrice Amos and Butch Kaglik shall pay the applicant rent arrears in the amount of sixty four dollars (\$64.00).
  
4. Pursuant to section 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as PH 28, 60A Kingmingya Road, Inuvik, NT shall be terminated on October 24, 2003 and the respondents shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of October, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**BEATRICE AMOS AND BUTCH KAGLIK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** October 2, 2003

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

**Appearances at Hearing:** Victoria Boudreau, representing the applicant  
Diana Tingmiak, representing the applicant  
Beatrice Amos, respondent

**Date of Decision:** October 2, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair damages to the rental premises, failing to pay rent and failing to maintain the premises in a reasonable state of cleanliness. The applicant sought an order rescinding a previous order which permitted the respondents to pay rent arrears and repair costs in installments, and requiring the respondents to pay outstanding repair costs, rent arrears and terminating the tenancy agreement. The applicant served a notice of early termination on the respondents on June 10, 2003 seeking vacant possession of the premises on June 23, 2003. The respondents failed to vacate the premises.

The respondents filed an application on July 29, 2003 offering a defence to the allegations contained in the applicant's notice of early termination. The filed application was not served on the landlord and the file was closed by the rental officer.

A previous tenancy agreement for premises at 3A Dolphin Street existed between the applicant and Beatrice and Lily Amos as joint tenants. A previous order (File #20-6268) filed on September 18, 2000 required Beatrice and Lily Amos to pay repair costs and rent arrears in the amount of \$1885.37 in installments. The applicant testified that when the Dolphin Street premises were vacated on May 9, 2001 numerous other repairs of tenant damages were necessary. Beatrice Amos was charged an additional \$6895.15 for those repairs. The applicant testified that Beatrice Amos and Butch Kaglik then entered into a tenancy agreement with the applicant for premises at 60A Kingmingya Road agreeing to pay \$100/month and their monthly

rent until the charges were paid in full.

The applicant testified that the respondents had failed to pay the rent and repair costs in accordance with the agreement and had caused damage to the current premises. The applicant also testified that the respondents had failed to maintain the premises in a reasonably clean condition.

The applicant provided a summary of the repair costs for the previous premises and a statement of rent, repair charges and payments. The statement indicated a balance of rent owing in the amount of \$64 and a balance of repair costs owing in the amount of \$6870.79. The statement indicates that no payments of rent have been received since July 22, 2003 and that no payments for costs of damages have been received since June 27, 2003.

The respondent stated that she was unemployed and had no ability to pay rent or damage costs. The respondent did not dispute any of the listed damages to the former premises or the allegations that the current premises had sustained further damage.

The statement of damages to the Dolphin Street premises is extensive. In my opinion, the cost of repair to the Dolphin Street premises is the responsibility of Beatrice Amos, as Butch Kaglik was not a joint tenant at that time and there is no evidence that he assumed responsibility for those costs. I find these costs to be \$6655.25.

I find the costs of repair to the Kingmingya Street premises are the responsibility of Beatrice Amos and Butch Kaglik as joint tenants. I find those costs to be \$215.54 as outlined in invoices TD 5271, TD 5108 and TD 5027. I also find rent arrears in the amount of \$64.00 to be the responsibility of joint tenants Beatrice Amos and Butch Kaglik.

The statement indicates that regular payments toward the outstanding costs of repair ceased over three months ago. What is of more concern, however, is the applicant's testimony that the damages have not abated. The applicant stated that they have ceased repairing the numerous damages to the premises. The public housing program can ill afford the constant repair of tenant damages. It consumes resources which could be better used to improve the living conditions of clients who are willing to care for their units. The applicant withdrew the request for an order terminating the tenancy agreement at the previous hearing in September, 2000 allowing Ms. Amos to demonstrate that she could live in the premises without damaging it and permitting her to pay for the repairs over time. She has done neither. In my opinion, termination of the tenancy agreement is reasonable and the only remaining remedy.

An order shall be issued rescinding the former order and requiring Beatrice Amos to pay the applicant costs related to tenant damages in the amount of \$6655.25. The order shall require Beatrice Amos and Butch Kaglik to pay rent arrears and costs of repair in the amount of \$279.54. The order shall terminate the tenancy agreement on October 24, 2003 and the respondents shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer