

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
BRENDA BERNHARDT-MACNABB, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

BRENDA BERNHARDT-MACNABB

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay to the applicant rental arrears in the amount of two hundred seven dollars (\$207.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as MB49, 22 Mackenzie Road, Inuvik, NT, shall be terminated on March 15, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife in the Northwest Territories this 26th day of February 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
BRENDA BERNHARDT-MACNABB, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

BRENDA BERNHARDT-MACNABB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 25, 2004

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Brenda Bernhardt-Macnabb, respondent

Date of Decision: February 25, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had failed to pay rent and sought an order requiring the respondent to pay the alleged rental arrears and termination of the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$207. Three previous orders have been issued requiring the respondent to pay rent and costs related to the repair of tenant damages. The tenant has been ordered to pay rent on time. The most recent order, filed in October 2003, required the respondent to repair certain damages and pay rental arrears and repair costs of other damages. The applicant stated that the respondent failed to make the required payment on time. The applicant also stated that they did not believe the required repairs had been made, but had not inspected the unit since the order was issued.

The respondent did not dispute the allegations, but stated that some of the repairs had been made. The rental officer sought her consent to adjourn the hearing to inspect the premises but she objected.

Although the rental arrears are not large, the respondent has been in continuous arrears since the issuance of the last order in October 2003. This, despite the previous order requiring her to pay rent on time, leads me to believe that the respondent has little intention of complying with her obligation to pay rent when it is due. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall issue requiring the respondent to pay to the applicant rental arrears in the amount of \$207 and terminating the tenancy agreement on March 15, 2004.

Hal Logsdon
Rental Officer