

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**DOLLY SYDNEY**, 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 -

**DOLLY SYDNEY**

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 sixty-four dollars (\$64.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay to the applicant costs relating to the repair of tenant damages in the amount of one hundred fifty-five dollars and forty-one cents (\$155.41).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as PH26, 60C Kingmingya Road, Inuvik, NT, shall be terminated on March 15, 2004 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

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

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Hal Logsdon  
Rental Officer

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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-

**DOLLY SYDNEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 24, 2004

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

**Appearances at Hearing:** Victoria Boudreau, representing the applicant  
Dolly Sydney, respondent

**Date of Decision:** February 24, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rental arrears, costs relating to the repair of the alleged tenant damages and termination of the tenancy agreement unless the amounts were promptly paid.

The applicant produced a statement of account which indicated a balance owing of \$219.41. The applicant also provided an invoice for the repair of a broken window and testified that the repairs were made necessary due to the negligence of the tenant or persons permitted on the premises by the tenant.

The respondent did not dispute the allegations and stated that she could pay the amount promptly.

I find the statement in order and find the respondent in breach of her obligation to pay rent and to pay for the cost of repair related to tenant damages. I find the balance of repair costs owing to be \$155.41 and the rental arrears to be \$64. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondent to pay to the applicant rental arrears and costs of repair in the total amount of \$219.41 and terminating the tenancy agreement on March 15, 2004 unless that amount is paid in full

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Hal Logsdon  
Rental Officer