

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **RON ELDRIDGE**, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

RON ELDRIDGE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three hundred thirty nine dollars and thirty five cents (\$339.35).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of October,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **RON ELDRIDGE**, Respondent.

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BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

RON ELDRIDGE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 30, 2009**

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

Appearances at Hearing: **Tanya Gruben, representing the applicant**

Date of Decision: **October 30, 2009**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties commenced on July 11, 2009 and was terminated on August 17, 2009 by mutual agreement. The monthly rent for the premises was \$1215.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears. The applicant did not hold a security deposit.

The applicant pro-rated the rent for both months and applied the single rent payment made by the respondent to arrive at a total of \$653.20.

July rent (21 days)	\$1136.80
August rent (17 days)	666.40
Rent paid	<u>(1150.00)</u>
Amount owing	\$653.20

I agree with the method used to calculate the amount owing but find several arithmetic errors in the calculation. I find the balance owing to be \$339.35 calculated as follows:

July rent (21 days)	\$823.06
August rent (17 days)	666.29
Rent paid	<u>(1150.00)</u>
Amount owing	\$339.35

I find the respondent in breach of his obligation to pay rent. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$339.35.

Hal Logsdon
Rental Officer