

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **KEVIN RAYMOND**, 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 -

KEVIN RAYMOND

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of May,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

KEVIN RAYMOND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 22, 2010

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Tanya Gruben, representing the applicant
Kevin Raymond, respondent

Date of Decision: April 22, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises and by failing to pay the monthly rent on time. The applicant sought an order requiring the respondent to pay repair costs, pay the monthly rent on the days it is due and terminating the tenancy agreement.

The applicant provided invoices for the repair costs in evidence and stated that the full cost of repairs was \$2139.91. The applicant stated that the respondent had made payments totalling \$260 toward the repair of the door, leaving a balance of \$1879.91. The applicant sought an order requiring the respondent to pay that amount. Photographs of the damaged door were also provided in evidence.

The applicant provided a copy of the tenancy agreement and a statement of the rent account in evidence. The tenancy agreement obligates the tenant to pay the monthly rent in advance and the statement indicates that the rent has not always been paid in accordance with the tenancy agreement. The applicant acknowledged that the respondent currently enjoyed a credit in his favour on the rent account.

The tenancy agreement between the parties commenced on October 1, 2009 and was preceded by an agreement between the applicant and the respondent and his former partner as joint tenants.

The applicant stated that the damage to the door occurred on January 7, 2010.

The respondent stated that his former partner was banging on the door on January 7, 2010. He stated that he did not want her in the premises and ignored her knocking. The respondent stated that she eventually broke down the door, entered the premises, was told to leave and then left the premises. He stated that he did not open the door for her or permit her in the premises.

The respondent did not dispute that the rent had not always been paid on time.

There is no dispute that the damage was caused by the respondent's former partner when the respondent was the sole tenant.

Section 42 of the *Residential Tenancies Act* sets out a tenant's obligation to repair damages to the premises.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

It does not appear that the respondent caused the damage or permitted the person who did the damage to enter the rental premises. I can not find the respondent liable for the repair costs. The applicant's request for relief is denied.

I find the respondent in breach of his obligation to pay the monthly rent on the days it is due. In my opinion there are not sufficient grounds to terminate the tenancy agreement. The applicant's request for an order terminating the tenancy agreement is denied.

An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer