

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **VERN BLAKE**, 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 -

VERN BLAKE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the security deposit in the amount of one thousand two hundred two dollars and fifty cents (\$1202.50).
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not disturb other tenants and shall not create any disturbance in the future.

3. 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 16th day of June, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,
Applicant, and **VERN BLAKE**, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

VERN BLAKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 11, 2010**

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Tanya Gruben, representing the applicant
Vern Blake, respondent

Date of Decision: **June 11, 2010**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due, disturbing other tenants in the residential complex and failing to provide the full amount of the required security deposit. The applicant stated that since the application was filed, the rent arrears had been paid in full and there had been no further disturbances. The applicant withdrew the request for an order terminating the tenancy agreement and sought an order requiring the payment of the outstanding security deposit, an order requiring the respondent to not create any future disturbances and an order requiring the payment of future rent on time.

The applicant testified that there had been several disturbances in February, 2010 involving banging things in the night and a noisy party. The respondent did not dispute the allegations.

The applicant provided a statement of account which indicated that the respondent was in arrears of rent for December, 2009 and January and February, 2010. The respondent did not dispute that the rent had not been paid on time.

The applicant provided a copy of the tenancy agreement which commenced on November 16, 2009 and required a security deposit of \$1215. The statement of account indicated that only \$12.50 had been paid bringing the balance owing to \$1202.50. The respondent did not dispute the allegation.

I find the respondent in breach of his obligation to pay rent, his obligation to not disturb other tenants and his obligation to pay the full amount of the required security deposit. I find the outstanding balance of the security deposit to be \$1202.50.

An order shall issue requiring the respondent to pay the applicant the outstanding balance of the security deposit, to comply with his obligation to not disturb other tenants and to not create any future disturbances and to pay future rent on time.

Hal Logsdon
Rental Officer