

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,  
Applicant, and **PETER CARDINAL AND ELIZABETH INGLANGASAK**,  
Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

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 -

**PETER CARDINAL AND ELIZABETH INGLANGASAK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand five hundred sixty dollars and thirteen cents (\$2560.13).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of seven hundred dollars (\$700.00).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of July,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,  
Applicant, and **PETER CARDINAL AND ELIZABETH INGLANGASAK**,  
Respondents.

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-

**PETER CARDINAL AND ELIZABETH INGLANGASAK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 16, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Tanya Gruben, representing the applicant Elizabeth Inglangasak, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 16, 2013</b>

**REASONS FOR DECISION**

The style of cause of this order has been amended to include the last name of Ms. Inglangasak, which was not noted on the application.

The tenancy agreement between the parties was terminated on March 31, 2013. The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and by failing to repair damages to the premises or adequately clean the premises prior to moving out. The applicant sought an order requiring the respondents to pay the alleged rent arrears, repair costs and cleaning costs.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at March 1, 2013 of \$4110.13. The applicant stated that since that date a payment had been made of \$1400 and another payment made of \$150, bringing the balance owing to \$2560.13.

The applicant stated that the following cleaning and repair costs were incurred:

General cleaning and carpet cleaning	\$250
Laundry room door repair, hole in wall	200
Re-key unit	<u>250</u>
Total	\$700

The applicant stated that the repairs were made necessary due to the negligence of the respondents or person they permitted in the premises.

The respondent did not dispute the allegations and stated that the parties had made an agreement for repayment of the amounts.

I find the respondents in breach of their obligation to pay rent, their obligation to repair damages to the premises and their obligation to leave the premises in a state of ordinary cleanliness. I find the repair and cleaning costs reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2560.13 and repair and cleaning costs of \$700.

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Hal Logsdon  
Rental Officer