

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LAURA NERYSOO**, 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 **FORT MCPHERSON, NT.**

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

LAURA NERYSOO

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 one hundred twenty six dollars and twenty four cents (\$126.27).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of three hundred dollars (\$300.00).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **LAURA NERYSOO**, 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:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

LAURA NERYSOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 27, 2002

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Betty Firth, representing the applicant
Shirley Wilson, representing the applicant

Date of Decision: June 27, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on June 19, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant stated that since the application was filed the respondent had vacated the rental premises. The applicant testified that the premises had been inspected and several items of damage noted. The applicant testified that the repairs are necessary due to the negligence of the tenant or persons permitted in the rental premises by the tenant. The applicant stated that they had not been able to complete the required repairs but had provided the respondent with an estimated statement of the security deposit which assessed the repair costs at \$300. The applicant provided a copy of the security deposit statement, the estimate and a copy of the tenant ledger as evidence.

The statement of the security deposit indicates a balance of rent and repair costs owing in the amount of \$426.24 as follows:

Security deposit	\$500.00
Interest	63.73
Repairs	(300.00)
Rent arrears	<u>(690.00)</u>
Balance owing	\$426.24

Correcting the arithmetic error in the security deposit statement, I find the correct balance to be \$426.27. The tenant ledger supports the amount owing for rent.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord

and by failing to repair damages to the rental premises which were the result of her negligence. I find the estimate of repairs reasonable and find the ledger in order. An order shall be issued for the respondent to pay the applicant rent arrears and costs related to the repair of tenant damages in the amount of \$426.27.

Hal Logsdon
Rental Officer