

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BREN KOLSON**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

BREN KOLSON

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 three dollars and ninety cents (\$123.90).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of five hundred seventy one dollars and thirty seven cents (\$571.37).
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 14th day of April,
2003.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

BREN KOLSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Bren Kolson, respondent

Date of Decision: April 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant requested an order requiring the respondent to pay the alleged rent arrears and outstanding deposit and terminating the tenancy agreement unless the amounts were paid by April 30, 2003.

The applicant provided statements of the rent and security accounts in evidence. The rent statement indicated a balance owing in the amount of \$300.45. Included in the rent statement is a charge for tenant damages for a previous rental unit in the amount of \$176.55. The security deposit statement indicated a balance of deposit held in the amount of \$453.63. The tenancy agreement requires a deposit of \$1025.

The respondent did not dispute the allegations but indicated that the charges for repair costs related to damages to a wall which were caused by a moving company when she moved into the premises. The move was made at the request of the landlord who assisted with the move and shared expenses.

In my opinion, the repair charges of \$176.55 are not repairs of damages caused by the tenant's negligence. Although the movers were certainly permitted on the premises by the respondent they appear to have been contracted by mutual agreement of the parties. Both parties should have cooperated in making a claim against the movers. The amount of \$176.55 is denied.

I find the rental arrears to be \$123.90 calculated as follows:

Rent arrears as per statement	\$300.45
Repair costs - denied	<u>(176.55)</u>
Balance owing	\$123.90

I find the outstanding security deposit to be \$571.37. As the security deposit currently held is sufficient to cover the rent arrears and the respondent appears to have every intention of paying the amount promptly, there are, in my opinion, insufficient grounds to terminate the tenancy agreement.

An order shall be issued requiring the respondent to pay the rent arrears and outstanding security deposit in the total amount of \$695.27 and to pay future rent on time.

Hal Logsdon
Rental Officer