

IN THE MATTER between **NORTHERN MANAGEMENT & DEVELOPMENT LTD.**, Applicant, and **DONNA SHAE**, 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:

**NORTHERN MANAGEMENT & DEVELOPMENT LTD.**

Applicant/Landlord

- and -

**DONNA SHAE**

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 two thousand six hundred seventy dollars (\$2670.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand eight hundred twenty nine dollars and eight cents (\$3829.08).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of April, 2007.

Rental Officer

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Hal Logsdon

IN THE MATTER between **NORTHERN MANAGEMENT & DEVELOPMENT LTD.**, Applicant, and **DONNA SHAE**, 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:

**NORTHERN MANAGEMENT & DEVELOPMENT LTD.**

Applicant/Landlord

-and-

**DONNA SHAE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 3, 2007

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Chris Manual, representing the applicant

**Date of Decision:** April 3, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to her usual address. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties commenced on September 23, 2006 and was terminated on January 16, 2007. It should be noted that the respondent actually moved from the premises on November 30, 2006 but maintained possession until January 16, 2007 in order to clean the premises. The applicant retained the security deposit and completed a statement in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought additional relief for repair costs and rent arrears.

The applicant testified that significant damage was done to the premises which required repairs to the walls, window ledges, doors, stair railings and a shelf. The applicant also testified that a broken window and a badly burnt hallway carpet had to be replaced. The applicant testified that the premises were newly constructed and the respondent was the first tenant to occupy the premises. The applicant provided a detailed invoice showing the total cost for the repairs to be \$5636.55. The applicant also provided an inspection report showing the condition of the premises at the commencement and at the termination of the tenancy agreement.

The applicant provided a statement of account in evidence indicating rent arrears in the amount of \$2670 which represents rent from November 30, 2006 to January 16, 2007.

I find the statement in order and find the repair costs of \$5636.55 to be reasonable. I find the rent arrears to be \$2670. Applying the security deposit and accrued interest first to repair costs I find a balance of repair costs due to the applicant of \$3829.08 and rent arrears due to the applicant of \$2670, calculated as follows:

Security deposit	\$1800.00
Interest	7.47
Repair costs	<u>(5636.55)</u>
Repair costs due applicant	\$3829.08
Rent Arrears	<u>2670.00</u>
Total	\$6499.08

An order shall issue requiring the respondent to pay the applicant repair costs of \$3829.08 and rent arrears in the amount of \$2670.

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Hal Logsdon  
Rental Officer