

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
VICTORIA BODNAR, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

VICTORIA BODNAR

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 three thousand two hundred nineteen dollars (\$3219.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of three thousand four hundred five dollars and fifty eight cents (\$3405.58).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
December, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
VICTORIA BODNAR, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

VICTORIA BODNAR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2008

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Victoria Boudreau, representing the applicant
Meghan Norris, witness for the applicant

Date of Decision: December 10, 2008

REASONS FOR DECISION

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

The tenancy agreement was terminated on or about August 8, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$905) and interest (\$338.30) applying it against rent arrears (\$3219) and repair and cleaning costs (\$4648.88) resulting in a balance owing the applicant in the amount of \$6624.58. The applicant issued a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay \$6624.58.

The applicant provided an itemised list of repairs, inspection reports, photographs and rent statements in evidence.

The full unsubsidized rent has been assessed for the month of July, 2008. The applicant's witness, the subsidy agent, testified that the respondent had failed to provide any income information on which to calculate a rent for that month. Consequently, the full unsubsidized rent had been applied.

The applicant noted that the cost of replacing the flooring and painting had not been charged to the respondent.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the rental premises. I find the application of the full unsubsidized rent to be reasonable. I find the repairs were necessary due to the negligence of the respondent and find the repair and cleaning costs reasonable.

Applying the retained security deposit first to repair and cleaning costs, I find the cleaning and repair costs to be \$3405.58 and the rent arrears to be \$3219.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3219 and cleaning and repair costs in the amount of \$3405.58.

Hal Logsdon
Rental Officer