

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**TINA GAUTHIER AND RANDY ROSS**, 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,  
regarding the rental premises at **HAY RIVER, NT**.

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**TINA GAUTHIER AND RANDY ROSS**

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 nine hundred twenty six dollars and twenty eight cents (\$926.28).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one thousand two hundred dollars and thirty eight cents (\$1200.38).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of August,  
2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**TINA GAUTHIER AND RANDY ROSS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 10, 2010

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Christine Smith, representing the applicant  
Randy Ross, respondent

**Date of Decision:** August 10, 2010

**REASONS FOR DECISION**

This tenancy agreement was terminated on March 31, 2010 when the respondents vacated the rental premises. The applicant retained the security deposit (\$100) and accrued interest (\$68.91) applying them to rent arrears (\$1095.90), leaving a balance of rent owing to the applicant of \$926.28. Statements of the security deposit and the rent account were provided in evidence. The applicant sought an order requiring the respondents to pay the balance of rent arrears.

The applicant also sought an order for repair costs to replace damaged interior doors (\$802.15) and patch damages to walls (\$398.23) for a total of \$1200.38. Work orders were provided in evidence which outlined the work undertaken and itemised costs.

The respondents did not dispute the allegations.

I find the statements in order and find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises. I find the rent arrears to be \$926.28. I find the repair cost of \$1200.38 to be reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$926.28 and repair costs of \$1200.38.

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Hal Logsdon  
Rental Officer