

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **SAMANTHA ANTIONE AND BLAKE LAWRENCE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

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 -

SAMANTHA ANTIONE AND BLAKE LAWRENCE

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 one thousand eight hundred forty seven dollars and twenty nine cents (\$1847.29)
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of four hundred twenty one dollars and fifteen cents (\$421.15).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of January, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **SAMANTHA ANTIONE AND BLAKE LAWERENCE**, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

SAMANTHA ANTIONE AND BLAKE LAWERENCE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 6, 2011

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
Samantha Antione, respondent

Date of Decision: January 6, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated in September, 2010. The applicant retained the security deposit (\$200) and accrued interest (\$49.24) applying it against rent arrears (\$2096.53), door repairs (\$203.99), removal of garbage (\$89.66) and general cleaning (\$127.50) resulting in a balance owing the applicant of \$2268.44. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a statement of the security deposit, a rent statement and work orders in evidence and stated that the repairs and cleaning were made necessary due to the tenants' negligence.

The respondent did not dispute the allegations.

I find the statement in order. Applying the retained security deposit first to rent I find rent arrears of \$1847.29 and repair and cleaning costs of \$421.15. An order shall issue requiring the respondents to pay the applicant these amounts.

Hal Logsdon
Rental Officer