

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ZANE KONGAYONA**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ZANE KONGAYONA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand sixty dollars and sixty one cents (\$1060.61).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **ZANE KONGAYONA**, 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:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ZANE KONGAYONA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 29, 2015**

Place of the Hearing: **Ulukhaktok, NT**

Appearances at Hearing: **Sheila Nasogaluak, representing the applicant**
 Sadie Joss, representing the applicant

Date of Decision: **September 11, 2015**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on February 28, 2015 when the respondent vacated the premises. The applicant retained the security deposit (\$500) and accrued interest (\$0.11) applying it to rent arrears (\$10,210.55), packing and inventory costs (\$157), cleaning materials (\$74.57), patching and painting (\$1207.50), cleaning labour (\$345) and the repair of a drawer (\$33.65) leaving a balance owing of \$11528.16. The applicant sought relief in this amount.

The applicant provided work orders and invoices for the repair and cleaning costs and for the packing and inventory costs. Tenant ledger cards and a lease balance statement were also provided in evidence. The applicant stated that there was an error in posting invoice #520987 for cleaning labour to the lease balance statement. The correct amount should have been \$245 rather than \$345.

The closing balance as at March 31, 2015 on the tenant ledger cards is \$9400 and the corresponding balance on the lease balance statement was \$10,210.55. The applicant could not explain the difference between the statements. Notwithstanding that there was no dispute by the respondent, a rental officer must be satisfied that the evidence provided by the applicant

accurately supports the quantum of rent arrears. I can not determine the amount of rent owing from the evidence provided. Therefore there shall be no order regarding the rent arrears.

The costs of removal and storage of abandoned personal property may be claimed from the tenant before the release of the property. Should the respondent not claim the property after 60 days, the landlord may request permission from a rental officer to dispose of the property and may sell it and apply the proceeds against the costs of removal and storage. The request for relief of \$157 is therefore denied.

I find the cleaning and repair costs to be reasonable.

Taking into consideration the \$100 posting error and applying the security deposit to the repair and cleaning costs, I find a balance owing to the applicant of \$1060.61 calculated as follows:

Security deposit	(\$500.00)
Interest	(0.11)
Cleaning materials	74.57
Patch/paint	1207.50
Cleaning labour	245.00
Drawer repair	<u>33.65</u>
Total	\$1060.61

An order shall issue requiring the respondent to pay the applicant repair and cleaning costs in the amount of \$1060.61.

Hal Logsdon
Rental Officer