

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **MARTY KUNNIZZI AND APRIL BOURKE**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MARTY KUNNIZZI AND APRIL BOURKE**

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 three thousand sixty one dollars and thirty seven cents (\$3061.37).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of  
September, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **MARTY KUNNIZZI AND APRIL BOURKE**, 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:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**MARTY KUNNIZZI AND APRIL BOURKE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 22, 2004

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** September 22, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance by registered mail which were confirmed delivered on September 17, 2004. The respondents failed to appear and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on or about July 14, 2004 when the respondents vacated the premises. The applicant inspected the premises after the respondents had vacated and estimated costs of \$560 to repair tenant damages. The applicant retained the security deposit of \$500 plus accrued interest and completed an estimated statement of the security deposit. After applying the deposit to estimated repair costs and rent arrears there was a balance owing to the landlord in the amount of \$3061.37. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided the inspection report, itemized list of repairs, estimate of repair cost, tenant ledger, and the estimated security deposit statement in evidence. The applicant testified that a final statement had not been issued as repair work was still underway and final costs were not yet determined. She stated that the final costs would likely be more than the estimate.

Section 18(4) of the *Residential Tenancies Act* permits a landlord to issue an estimated itemized statement of the security deposit but requires that a final statement be issued within thirty days after the tenant vacates the premises. I am satisfied, from the review of the required repairs and

the estimate that the final costs will be at least \$560 and will likely be more. Therefore, in my opinion, it is reasonable to consider the applicants request for an order based on the estimated statement. That does not relieve the applicant of their obligation to produce a final statement of the deposit.

The tenant ledger indicates rent arrears in the amount of \$3084.23. Applying the deposit and accrued interest to the repair costs and rent arrears, I find remaining rent arrears in the amount of \$3061.37 calculated as follows:

Security Deposit	\$500.00
Interest	82.86
Repairs	(560.00)
Rent arrears	<u>(3084.23)</u>
Amount owing	\$3061.37

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3061.37.

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Hal Logsdon  
Rental Officer