

IN THE MATTER between **MARIO ROY**, Applicant, and **RITA DOCTOR**,  
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 **YELLOWKNIFE, NT**.

BETWEEN:

**MARIO ROY**

Applicant/Tenant

- and -

**RITA DOCTOR**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the security deposit and accrued interest to the applicant in the amount of five hundred three dollars and thirty eight cents (\$503.38).
2. Pursuant to section 30(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for repair costs incurred on behalf of the landlord in the amount of four hundred dollars (\$400.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of February,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MARIO ROY**, Applicant, and **RITA DOCTOR**, 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:

**MARIO ROY**

Applicant/Tenant

-and-

**RITA DOCTOR**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** February 4, 2005

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

**Appearances at Hearing:** Mario Roy, applicant (by telephone)

**Date of Decision:** February 9, 2005

**REASONS FOR DECISION**

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

The tenancy agreement between the parties was terminated on November 30, 2004 when the respondent vacated the premises. The applicant alleged that the respondent failed to return the security deposit and failed to pay him for repairs which he made to the premises at the landlord's request. The applicant testified that the security deposit of \$500 was provided to the landlord on September 1, 2004.

The applicant testified that furnace oil pump and fan relay failed during the tenancy and were repaired by himself at the request of the respondent. The applicant stated that the cost of repair was \$400 and that no labour was charged.

An undated signed notice from the respondent to the applicant acknowledges the receipt of the \$500 deposit and that there was no damage to the premises when the applicant vacated. The notice also acknowledges the \$400 liability for the furnace repair and pledges payment on December 3, 2004. The applicant testified that there were no rental arrears owing and that he had received no payment from the respondent.

I find no reason why the security deposit should be retained and find the accrued interest on the deposit to be \$3.38. An order shall issue requiring the respondent to return the deposit and interest in the amount of \$503.38. I also find the respondent in breach of her obligation to repair the premises. I find the repair costs incurred by the applicant to be reasonable. An order shall issue requiring the respondent to pay compensation for repair costs in the amount of \$400

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Hal Logsdon  
Rental Officer