

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARY DAY, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

MARY DAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one hundred twenty eight dollars (\$128.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of two thousand eight hundred ninety seven dollars and seventeen cents (\$2897.17).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
December, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MARY DAY, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

MARY DAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 10, 2008

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Victoria Boudreau, representing the applicant
Mary Day, respondent

Date of Decision: December 10, 2008

REASONS FOR DECISION

The tenancy agreement was terminated on or about October 8, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$1410) and interest (\$175.95) applying it against rent arrears (\$128) and repair and cleaning costs (\$4483.12) resulting in a balance owing the applicant in the amount of \$3025.17. The applicant issued a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay \$3025.17.

The applicant provided an itemised list of repairs, inspection reports, photographs and rent statements in evidence.

The applicant provided a Statement of Facts at the hearing which contained several inaccuracies, although the balance owing the applicant was correct. The Statement of Facts omitted the rent owing as well as charges for two lock changes which appear on the security deposit statement. The amount of security deposit and interest was also incorrect on the Statement of Facts.

The respondent did not dispute the balance owing to the applicant or the allegation that the repairs were made necessary due to her negligence.

I find the respondent in breach of her obligation to repair damages to the premises and her obligation to pay rent. I find the repair costs to be reasonable. Applying the retained security

deposit first to the repair and cleaning costs, I find rent arrears of \$128 and repair and cleaning costs of \$2897.17.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$128 and cleaning and repair costs in the amount of \$2897.17.

Hal Logsdon
Rental Officer