

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
DONNA TAKAZO, 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 **DELINE, NT.**

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

DONNA TAKAZO

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 four thousand six hundred ninety seven dollars (\$4697.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred seventy five dollars and sixty three cents (\$275.63).

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of January,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
DONNA TAKAZO, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

DONNA TAKAZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 6, 2009

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Phebie Kenny, representing the applicant
Donna Takazo, respondent (by telephone)

Date of Decision: January 14, 2009

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about August 26, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$1133) and interest (\$83.44) applying it against repair costs (\$275.63) and rent arrears (\$4697) resulting in a balance owing the applicant of \$3756.19. The applicant sought an order requiring the respondent to pay the remaining rent arrears of \$3756.19.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$3756.19. The written tenancy agreement between the parties has a commencement date of April 1, 2008 although it appears from the ledger and testimony that the tenancy actually commenced on or about February 1, 2008 after the respondent's partner vacated the premises and the applicant agreed to rent the premises to Ms Takazo as sole tenant.

The evidence also indicates that the security deposit held by the applicant was provided by the joint tenants with respect to the former tenancy agreement and that it was transferred to the respondent's account. There is no evidence that the joint tenant to the former tenancy agreement authorized this transfer.

The respondent did not dispute the allegations.

In my opinion, the security deposit should have been applied to the rent arrears of the former

joint tenancy and not transferred to the respondent's account. I find the respondent in breach of her obligation to pay rent and in breach of her obligation to repair damages to the premises. I find the rent arrears to be \$4697 and the repair costs to be \$275.63. In my opinion, the repairs were made necessary due to the tenant's negligence and the repair costs are reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4697 and repair costs in the amount of \$275.63.

Hal Logsdon
Rental Officer