

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
MELISSA MITCHELL, 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 -

MELISSA MITCHELL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand three hundred seventeen dollars and ten cents (\$1317.10).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of August,
2009.

Hal Logsdon
Rental Officer

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MELISSA MITCHELL, 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-

MELISSA MITCHELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant

Date of Decision: August 12, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on March 6, 2009 when the respondent vacated the premises. The applicant retained the security deposit (\$1218) and interest (\$25.54) applying it against a general contract for repairs and a lock change (\$2560.64) resulting in a balance owing the applicant of \$1317.10. The applicant sought an order requiring the respondent to pay that amount.

The applicant completed a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*.

The applicant provided photographs of the premises, inspection reports, a detailed costing of the repair contract, the security deposit statement and work orders in evidence.

I find the statement in order and find that the repairs were made necessary due to the negligence of the respondent. I find the repair costs reasonable.

Applying the security deposit and interest to the repair costs, I find the repair costs owing to the applicant to be \$1317.10 calculated as follows:

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Security deposit	\$1218.00
Interest	25.54
Repair contract/lock change	<u>(2560.64)</u>
Repair costs due applicant	\$1317.10

An order shall issue requiring the respondent to pay the applicant repair costs of \$1317.10.

Hal Logsdon
Rental Officer