

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ABE ALEXIE AND LISA COYEN**, 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 **INUVIK, NT**.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

ABE ALEXIE AND LISA COYEN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of four thousand nine hundred forty two dollars and sixty four cents (\$4942.64).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ABE ALEXIE AND LISA COYEN**, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

ABE ALEXIE AND LISA COYEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 12, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Abe Alexie, respondent

Date of Decision: August 12, 2009

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on March 12, 2009 when the respondents vacated the premises. The applicant retained the security deposit (\$1240) and interest (\$543.19) applying it against charges for a lock-out (\$57.75), replacement of smoke detectors (\$104.78), a lock change (\$154.20) and a general contract for other repairs (\$6409.10) resulting in a balance owing the applicant of \$4942.64. The applicant sought an order requiring the respondents 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.

The respondent did not dispute the allegations.

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

An order shall issue requiring the respondents to pay the applicant repair costs in the amount of \$4942.64.

Hal Logsdon
Rental Officer