

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**MARTY MCLEOD AND JOHNSTON FRANKI**, 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 -

**MARTY MCLEOD AND JOHNSTON FRANKI**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent Marty McLeod shall pay the applicant repair costs in the amount of seven thousand five hundred eighty five dollars and seventy cents (\$7585.70).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for overholding in the amount of three thousand eight hundred four dollars (\$3804.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of  
September, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MARTY MCLEOD AND JOHNSTON FRANKI**

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  
Marty McLeod, respondent

**Date of Decision:** September 3, 2009

### **REASONS FOR DECISION**

The tenancy agreement between the parties commenced on April 1, 2007. There was no inspection of the premises or inspection report outlining the condition of the premises done at this time. This tenancy agreement and its renewals expired on May 31, 2008 but the respondents did not vacate the premises until October, 2008.

Prior to April, 2007 there was a tenancy agreement in place between the applicant and Marty McLeod as sole tenant which commenced in December, 2001. There was an inspection report done at this time. Ms McLeod provided a security deposit of \$923. The security deposit and interest was transferred, without deductions to the joint tenancy when it was formed in April, 2007.

After the respondents vacated the premises, the applicant retained the security deposit (\$923) and interest (\$257.22) applying it against replacement of a fire extinguisher(\$73.39), and a general contract for other repairs (\$8692.53) and compensation for overholding (\$3804) resulting in a balance owing the applicant of \$11,389.70. 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.

The applicant has treated two tenancy agreements and their renewals as if they were one. Because the security deposit was transferred from one to the other without regard to any deductions and because there was no inspection or inspection report at the commencement of the joint tenancy agreement, it is not possible to determine what damages, if any, are attributable to the joint tenancy agreement. Therefore it is not possible to determine what liability for repair costs, if any, should be assigned to Mr. Franki. However, since Ms. McLeod was a party to both tenancy agreements she remains liable for all of the damages.

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. I find both parties liable for the overholding compensation and find the amount of \$3804, being the full unsubsidized rent, to be reasonable.

Applying the security deposit and accrued interest to the repair costs, I find an amount owing to the applicant by Marty McLeod to be \$7585.70 calculated as follows:

Contracted repair costs	\$8692.53
Fire extinguisher	73.39
less security deposit and interest	<u>(1180.22)</u>
Repair costs owing applicant	\$7585.70

An order shall issue requiring the respondent Marty McLeod to pay the applicant repair costs of \$7585.70 and requiring the respondents Marty McLeod and Johnston Franki to pay the applicant compensation for overholding in the amount of \$3804.

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Hal Logsdon  
Rental Officer