

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**SUSIE ROSS AND HERBERT AREY**, 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 -

**SUSIE ROSS AND HERBERT AREY**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand three hundred fifty two dollars (\$1352.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of two thousand four hundred fifty nine dollars and twenty seven cents (\$2459.27).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of October,  
2009.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**SUSIE ROSS AND HERBERT AREY**, 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-

**SUSIE ROSS AND HERBERT AREY**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 24, 2009

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Victoria Boudreau, representing the applicant  
Diana Tingmiak, representing the applicant  
Susie Ross, respondent

**Date of Decision:** September 24, 2009

**REASONS FOR DECISION**

The tenancy agreement between the parties expired on January 31, 2009 but the respondents remained in possession until mid-March, 2009. The applicant retained the security deposit (\$1272) and accrued interest (\$261.81) applying it against rent arrears for January, 2009 (\$1352) and costs to repair damages to the premises (\$3993.08), leaving a balance owing to the applicant of \$3811.27.

The applicant provided an itemized list of repair costs, a security deposit statement, inspection reports and a statement of the rent account in evidence. The applicant testified that the repairs to the premises were made necessary due to the negligence of the respondents.

The respondent did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the rental premises. Applying the security deposit and interest first to repair costs, I find the repair costs to be \$2459.27 and the rent arrears to be \$1352. I find the repair costs to be reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1352 and repair costs of \$2459.27.

---

Hal Logsdon  
Rental Officer