

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ERIN SYDNEY**, 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 -

**ERIN SYDNEY**

Respondent/Tenant

**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 two thousand five hundred thirty two dollars (\$2532.00).
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 hundred thirty five dollars and twenty six cents (\$235.26).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ERIN SYDNEY**, 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-

**ERIN SYDNEY**

Respondent/Tenant

**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

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

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent did not appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on or about June 4, 2009 when the respondent vacated the rental premises. The applicant retained the security deposit (\$1218) and accrued interest (\$31.15) applying it against rent arrears (\$2532) and costs to repair damages to the premises (\$1484.41), leaving a balance owing to the applicant of \$2767.26.

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 respondent.

I find the respondent in breach of her obligation to pay rent and her 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 \$235.26 and the rent arrears to be \$2532. I find the repair costs to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2532 and repair costs of \$235.26.

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Hal Logsdon  
Rental Officer