

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and  
**FRANCIS COURTOREILLE AND SHARON KONISENTA**, 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 **HAY RIVER, NT.**

BETWEEN:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

- and -

**FRANCIS COURTOREILLE AND SHARON KONISENTA**

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 six thousand five hundred four dollars and sixty three cents (\$6504.63).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of July,  
2010.

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Hal Logsdon  
Rental Officer

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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:

**HAY RIVER HOUSING AUTHORITY**

Applicant/Landlord

-and-

**FRANCIS COURTOREILLE AND SHARON KONISENTE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **July 20, 2010**

**Place of the Hearing:**                      **Hay River, NT via teleconference**

**Appearances at Hearing:**                      **Christine Smith, representing the applicant**

**Date of Decision:**                      **July 20, 2010**

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on April 30, 2010. The applicant retained the security deposit (\$500) and accrued interest (\$13.20) applying it against rent arrears (\$6978.34) and repair costs (\$39.49) leaving a balance owing to the applicant of \$6504.63. The applicant completed a statement of the deposit and deductions in accordance with section 18(3) of the *Residential Tenancies Act*.

The applicant provided a statement of the rent account, a work order and invoice in evidence. The work order indicated that the repair costs were related to a clogged toilet caused by an eye shadow case.

At the hearing the applicant provided work orders and invoices outlining additional repairs undertaken after the tenancy agreement ended and requested additional relief. The applicant stated that they had not provided this information to the respondents. I cannot consider the additional repair costs at this time as the evidence has not been provided to the respondents. The applicant may make a separate application regarding these repairs provided the application is made within the time limit imposed by section 68 of the *Residential Tenancies Act*.

I find the statements in order. I find the repair costs reasonable. Applying the retained security deposit first to the repair costs I find rent arrears of \$6504.63 calculated as follows:

Security deposit	\$500.00
Interest	13.20
Repair costs	(39.49)
Rent arrears	<u>(6978.34)</u>
Amount due Applicant	\$6504.63

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$6504.63.

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Hal Logsdon  
Rental Officer