

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
KRYSTLE GRAY, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

KRYSTLE GRAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand four hundred twenty five dollars and twenty eight cents (\$2425.28).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand three hundred eighty five dollars and forty eight cents (\$1385.48).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
KRYSTLE GRAY, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

KRYSTLE GRAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 10, 2011

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Willa-Jean Conroy, representing the applicant
Krystle Gray, respondent

Date of Decision: May 10, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on October 31, 2010. The applicant retained the security deposit and interest applying it to rent arrears and issued a statement in accordance with section 18 of the *Residential Tenancies Act*. A balance of rent arrears and repair costs remained after the application of the security deposit and interest and the respondent has made some payments since moving out.

The applicant provided a statement of account which indicated a current balance of rent owing of \$2425.28 and a current balance of repair costs owing of \$1385.48. The applicant sought an order requiring the respondent to pay those amounts.

The applicant provided work orders detailing the repairs undertaken and costs. The applicant stated that all of the repairs were made necessary due to the tenant's negligence.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises. I find the repair costs reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2425.28 and repair costs of \$1385.48.

Hal Logsdon
Rental Officer