

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
CURRI MACKEINZO, 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 **DELINE, NT.**

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

CURRI MACKEINZO

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 one thousand seven hundred twenty three dollars and eight cents (\$1723.08).
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 two hundred dollars and five cents (\$1200.05).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
CURRI MACKEINZO, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

CURRI MACKEINZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 27, 2012

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Les Baton, representing the applicant

Date of Decision: January 27, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on October 13, 2010 when the respondent vacated the premises. The applicant retained the security deposit (\$309.50) and accrued interest (\$6.92) applying it against rent arrears (\$2039.50), repairs of damages (\$834.13) and cleaning (\$365.92) leaving a balance owing the applicant of \$2923.13. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided a copy of the tenant ledger, an itemized list of repairs, a work order and receipts in evidence. The applicant stated that the repairs were made necessary due to the tenant's negligence.

I find the statement in order and find the repair costs reasonable. Applying the security deposit and interest first to the rent arrears I find rent owing to the applicant to be \$1723.08 and repair costs to be \$1200.05.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1723.08 and repair costs of \$1200.05.

Hal Logsdon
Rental Officer