

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and  
**SARAH LEPINE AND CHESERAE LEPINE**, Respondents;

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 **FORT SMITH, NT**.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

- and -

**SARAH LEPINE AND CHESERAE LEPINE**

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 two thousand nine hundred ten dollars and thirty eight cents (\$2910.38).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of March,  
2012.

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Hal Logsdon  
Rental Officer

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**SARAH LEPINE AND CHESERAE LEPINE**, 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:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

-and-

**SARAH LEPINE AND CHESERAE LEPINE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 8, 2012

**Place of the Hearing:** Fort Smith, NT via teleconference

**Appearances at Hearing:** Kevin Mageean, representing the applicant  
Sarah Lepine, respondent  
Cheserae Lepine, respondent

**Date of Decision:** March 8, 2012

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on September 13, 2011 when the respondents vacated the premises. The applicant retained the security deposit (\$250) and accrued interest (\$0.10). The applicant stated that the security deposit was applied first to the cost of removing abandoned appliances (\$134.48) then to rent arrears (\$3326). The applicant also stated that a payment of \$300 was made on February 14, 2012. The premises are subsidized public housing.

The applicant provided a statement of the rent, a security deposit statement, an inspection report, work orders and photographs of the damages in evidence. The applicant sought an order requiring the respondents to pay rent arrears of \$2988.38 which is \$78 more than the evidence supports. While there is a \$78 debit on the applicant's repair statement posted on February 8, 2012 there is no corresponding work order or invoice to support the charge.

The full unsubsidized rent was charged in August and September, 2011 but the September rent was prorated for the partial month that the respondents were in possession. The applicant stated that the respondents failed to provide any income information to enable a calculation of a subsidized rent for those months.

The respondents accepted the balance of \$2910.38 as accurate.

I find the costs of the appliance removal to be reasonable. I find the application of the full unsubsidized rent to be reasonable. Applying the security deposit and accrued interest first to the appliance removal costs, I find rent arrears of \$2910.38 calculated as follows:

Security deposit	(\$250.00)
Interest	(.10)
Appliance removal	134.48
Rent arrears	<u>3326.00</u>
Subtotal	\$3210.38
Less payment	<u>(300.00)</u>
Amount due applicant	\$2910.38

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2910.38.

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Hal Logsdon  
Rental Officer