

IN THE MATTER between **SHEILA O SEWARD AND CHARLES AVIUGANA**,
Applicants, and **VICTORIA BODNAR**, 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 **INUVIK, NT.**

BETWEEN:

SHEILA O SEWARD AND CHARLES AVIUGANA

Applicants/Landlords

- and -

VICTORIA BODNAR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of one hundred fifty seven dollars and fifteen cents (\$157.15).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicants repair costs in the amount of one thousand ninety seven dollars (\$1097.00).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants costs of electricity and water which were paid on behalf of the respondent in

the amount of one thousand five hundred sixty nine dollars and sixty five cents
(\$1569.65).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of June,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHEILA O SEWARD AND CHARLES AVIUGANA**,
Applicants, and **VICTORIA BODNAR**, 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:

SHEILA O SEWARD AND CHARLES AVIUGANA

Applicants/Landlords

-and-

VICTORIA BODNAR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 19, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Charles Aviugana, representing the applicants

Date of Decision: June 22, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by email. The respondent contacted the rental officer by email on June 11, 2012 and expressed some difficulty in attending the hearing due to her work schedule. She was advised to either join the teleconference herself or have a representative join the teleconference and ask for an adjournment. Neither the respondent nor any representative attended the hearing nor did the respondent contact the rental officer again. The matter was heard in the absence of the respondent.

The applicant alleged that the tenancy agreement was terminated on or about February 15, 2012 when the respondent moved out without notice. The applicants retained the security deposit of \$1600 but failed to issue any statement in accordance with section 18 of the *Residential Tenancies Act*.

The applicant alleged that the respondent had failed to pay the full amount of rent and sought an order for the following alleged rent arrears:

Outstanding January, 2012 rent	\$800
Outstanding February, 2012 rent	1600
Late penalty - January/12	65
Late penalty - February/12	<u>65</u>
Total alleged rent arrears	\$2530

The applicant also alleged that the respondent had failed to repair damages to the premises and sought relief for the following repair costs:

Lock change (no keys returned)	\$197
Replacement of broken closet doors	400
Replacement of damaged storm door	500
Cost of window insulation	<u>35</u>
Total alleged repair costs	\$1132

The applicant also alleged that the respondent had failed to establish accounts for water and electricity, leaving these accounts in the name of the landlords. The applicant stated that the following amounts had been paid on behalf of the respondent:

Electricity costs	\$1023.06
Water costs	<u>546.59</u>
Total alleged utility costs	\$1569.65

The tenancy agreement between the parties obligates the tenant to pay for the cost of water and electricity during the term of the tenancy agreement.

The premises were abandoned by the respondent terminating the tenancy agreement on February 15, 2012. The applicant made no claim for compensation for lost rent for the period February 16-29 nor did they present any evidence that the premises were not rented during that period.

Therefore, no rent for the period February 16-29 has been considered. Taking the security deposit and accrued interest into account, I find rent arrears and penalties for late rent to be \$157.15 calculated as follows:

January/12	\$800.00
February/12 (15 days)	827.59
Penalty - Jan	65.00
Penalty - Feb	65.00
Security deposit	(1600.00)
Interest	<u>(0.44)</u>
Total	\$157.15

The costs of window insulation is denied. This does not represent a repair of damages. I find the remaining repair costs to be reasonable.

Lock change	\$197.00
Closet doors	400.00
Storm door	<u>500.00</u>
Total	\$1097.00

The water and electricity costs are the responsibility of the respondent. I find those costs to be as submitted by the applicant.

Electricity	\$1023.06
Water	<u>546.59</u>
Total	\$1569.65

An order shall issue requiring the respondent to pay the applicants rent arrears of \$157.15, repair costs of \$1097 and costs of electricity and water of \$1569.65.

Hal Logsdon
Rental Officer