

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**GEORGINA FIRTH**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **INUVIK, NT**.

BETWEEN:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

- and -

**GEORGINA FIRTH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred seventy three dollars and twenty five cents (\$873.25) in monthly installments of one hundred dollars (\$100.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of  
February, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**GEORGINA FIRTH**, 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:

**INUVIK HOUSING AUTHORITY**

Applicant/Landlord

-and-

**GEORGINA FIRTH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2015

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Kim Burns, representing the applicant  
Diane Day, representing the applicant  
Georgina Firth, respondent

**Date of Decision:** January 14, 2015

### **REASONS FOR DECISION**

The tenancy agreement between the parties was a monthly agreement which commenced on April 1, 2012. The applicant testified that it was preceded by several term agreements. The applicant stated that the tenancy agreement was terminated by the landlord's notice on June 30, 2014 for repeated disturbances but the respondent failed to give up possession of the premises until August 12, 2014. The applicant conducted a check-out inspection and completed a statement of the security deposit both of which were provided in evidence along with photographs of damages. The premises are subsidized public housing.

The applicant retained the security deposit (\$946) and accrued interest (\$141.23) applying it to arrears of rent (\$1625) and repair costs including cleaning (\$860.48) resulting in a balance owing of \$1398.25. The applicant testified that the respondent has made five payments totalling \$525 reducing the balance owing to \$873.25 and has agreed to pay the balance in installments of \$100/month until the amount is paid in full. The applicant sought an order requiring the respondent to pay the balance of \$873.25 in accordance with their agreement.

The respondent stated that she believed she had made an additional payment not accounted for by the applicant but was unable to provide any evidence that any other payments had been made. She was provided time after the hearing concluded to provide a receipt for any additional payments but no further evidence was produced.

I find the applicant's accounting in order and find the repair costs reasonable. I find the respondent in breach of her obligation to pay rent. Applying the security deposit and accrued interest first to the repair costs, then to the arrears, I find a balance of rent owing of \$873.25.

An order shall issue requiring the respondent to pay the applicant the rent arrears of \$873.25 in monthly installments of \$100 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on January 31, 2015.

Should the respondent fail to make payments as ordered, the applicant may file another application seeking the lump sum payment of any balance.

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Hal Logsdon  
Rental Officer