IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ASHLEY JACOBSON**, 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 -

ASHLEY JACOBSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of five hundred eighty two dollars and twenty seven cents (\$582.27).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of March, 2015.

Hal Logsdon Rental Officer IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ASHLEY JACOBSON**, 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-

ASHLEY JACOBSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 5, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Kim Burns, representing the applicant

Ashley Jacobson, respondent

Date of Decision: February 5, 2015

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REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 14, 2014 when the

respondent vacated the rental premises. The applicant retained the security deposit (\$1625) and

interest (\$1.11) applying it against repair costs (\$2216.17) and rent arrears (\$202.21) resulting in

a balance owing of \$792.27.

The applicant provided a statement of the security deposit, inspection reports, a detailed list of

repairs, a statement of account and photographs in evidence.

The applicant stated that the respondent had made payments of \$60 (September 28, 2014), \$50

(October 31, 2014), \$50 (December 1, 2014) and \$50 (January 5, 2015) since the application was

filed bring the current balance to \$582.27. The applicant sought relief in that amount.

The respondent did not dispute the allegations.

I find the repairs were necessary due to the negligence of the respondent and find the repair costs

to be reasonable. Applying the security deposit, accrued interest and payments made since the

application first to the rent arrears I find remaining repair costs to be \$582.27.

An order shall issue requiring the respondent to pay the applicant repair costs of \$582.27.

Hal Logsdon

Rental Officer