

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ROSE DAY**, 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 -

**ROSE DAY**

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 two thousand two hundred forty five dollars and thirteen cents (\$2245.13).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of April, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **ROSE DAY**, 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-

**ROSE DAY**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 18, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Kim Burns, representing the applicant Diane Day, representing the applicant Rose Day, respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 18, 2015</b>

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on October 1, 2014 when the respondent vacated the premises. The applicant retained the security deposit (\$1298) and accrued interest (\$2.04) applying it to rent arrears (\$236.10) and repair costs (\$3309.08) resulting in an amount owing to the landlord of \$2245.14. The applicant sought relief in that amount. The premises are subsidized public housing.

The applicant provided an itemized list of repairs and inspection reports, a statement of the security deposit, the tenancy agreement and the rent ledger in evidence.

The respondent did not dispute the allegations.

I find the statements in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$236.10. I find the damages to the premises to be the result of negligence by the tenant and find the repair costs to be reasonable. Applying the retained security deposit first to the rent arrears, I find repair costs due the applicant of \$2245.14 calculated as follows:

Security deposit	(\$1298.00)
Interest	(2.04)
Rent arrears	236.10
Repair costs	<u>3309.08</u>
Repair costs due applicant	\$2245.14

An order shall issue requiring the respondent to pay the applicant repair costs of \$2245.14

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Hal Logsdon  
Rental Officer