

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**TRISH VOUDRACH**, 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 -

**TRISH VOUDRACH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four hundred forty five dollars (\$445.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand six hundred thirty two dollars and one cent (\$1632.01).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and  
**TRISH VOUDRACH**, 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-

**TRISH VOUDRACH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 18, 2015**

**Place of the Hearing:**                      **Yellowknife, NT via teleconference**

**Appearances at Hearing:**                      **Kim Burns, representing the applicant**

**Date of Decision:**                      **June 18, 2015**

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on October 31, 2014 when the respondent vacated the premises. The application was filed on May 6, 2015 more than six months after the tenancy ended. The applicant sought leave to extend the six month time limitation set out in section 68(1) of the *Residential Tenancies Act* stating that the original application was sent to the Rental Office within the six month limitation but was sent back and lost in the mail. Leave to extend the time limitation was granted and the matter was heard.

The applicant inspected the premises on October 31, 2014 and completed a check-out inspection report which was provided in evidence along with a check-in report. The applicant retained the security deposit (\$1625) and accrued interest (\$2.07) applying it against rent arrears (\$445) and repair costs (\$3309.08) resulting in an amount owing to the applicant of \$2127.01. The applicant provided a detailed account of the repair costs and a rent ledger in evidence. The applicant stated that a payment of \$50 had been made on February 1, 2015 bringing the total amount owing to \$2077.01.

The respondent acknowledged the amount owing in a promissory note dated May 26, 2015 and agreed to pay the amount in monthly payments of \$50 until the debt was retired.

I find the security statement in order and find the repair costs to be reasonable. Applying the retained security deposit first to repair costs, I find repair costs of \$1632.01 and rent arrears of \$445 calculated as follows:

Security deposit	(\$1625.00)
Interest	(2.07)
May 26/15 pmt	(50.00)
Repair costs as per statement	<u>3309.08</u>
Balance of repair costs	\$1632.01
 Rent arrears	 <u>\$445</u>
Total	\$2077.01

An order shall issue requiring the respondent to pay the applicant rent arrears of \$445 and repair costs of \$1632.01.

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Hal Logsdon  
Rental Officer