

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
GREGORY DRESCHER, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

GREGORY DRESCHER

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 one hundred six dollars and one cent (\$106.01).
2. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use of the rental premises after the termination of the tenancy agreement in the amount of four hundred thirty two dollars (\$432.00)

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of October,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
GREGORY DRESCHER, 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-

GREGORY DRESCHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 9, 2015

Place of the Hearing: Inuvik, NT via telephone

Appearances at Hearing: Kim Burns, representing the applicant

Date of Decision: September 9, 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 his absence.

The tenancy agreement between the parties was terminated on March 31, 2015 when the one month term tenancy agreement expired and no new tenancy agreement was executed. The respondent did not vacate the premises until April 10, 2015. The parties inspected the premises on April 10, 2015 and an inspection report was completed.

The applicant retained the security deposit (\$1625) and accrued interest (\$0.91), applying it to rent arrears (\$1650) and wall cleaning and repair costs (\$181.92) leaving a balance owing of \$206.01. The respondent made a payment of \$100 on August 31, 2015 bringing the balance owing to \$106.01. The applicant has also charged the respondent \$432 for the days in April that the respondent continued to occupy the premises. The applicant sought relief totalling \$538.01.

The applicant provided a lease balance statement in evidence which indicated a balance of \$538.01. The applicant also provided the tenancy agreement, security deposit statement and tenancy agreement in evidence.

I find the statement in order. Applying the retained security deposit first to the repair costs, I find rent arrears of \$106.01. The compensation for use and occupation of the premises after March

31, 2015 is reasonable. An order shall issue requiring the respondent to pay the applicant rent arrears of \$106.01 and compensation for use and occupation of the rental premises after March 31, 2015 of \$432.

Hal Logsdon
Rental Officer