

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **JOHNNY TANCHE**, 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,
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JOHNNY TANCHE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of two hundred twenty three dollars and sixty nine cents (\$223.69).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
November, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOHNNY TANCHE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2002

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant

Date of Decision: November 4, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on October 13, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises which were made necessary because of the negligence of the tenant or of persons permitted on the rental premises by the tenant. The applicant provided a copy of a work order and invoice which indicated that repairs had been made to a door which cost \$373.69. The applicant testified that since the date of the application the respondent had made payments totalling \$150 bringing the balance owing to \$223.69. The applicant testified that the damages were the result of negligence and not normal wear and tear.

I find the respondent breached the tenancy agreement by failing to repair tenant damages to the premises. I find the repair costs to be reasonable and the balance owing to be \$223.69. An order shall be issued requiring the respondent to pay the applicant repair costs of \$223.69.

Hal Logsdon
Rental Officer