

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CAMILLA SABOURIN**, 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 -

CAMILLA SABOURIN

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 thousand eight hundred twenty four dollars (\$1824.00).
2. 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 five hundred ninety four dollars and ninety one cents (\$594.91).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CAMILLA SABOURIN**, 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:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

CAMILLA SABOURIN

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 15, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair tenant damages to the rental premises. The applicant indicated that the respondent had vacated the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and cost of repair.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1824. The applicant also provided copies of work orders and an invoice which indicated repairs had been made to windows and doors costing \$594.91. The applicant testified that the repairs were necessary due to tenant damage. The tenancy agreement does not set out any security deposit.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to repair tenant damages to the rental premises. I find the rent arrears to be \$1824 and the cost of repairs to be \$594.91. I find the cost of repair to be reasonable. An order shall be issued requiring the respondent to pay the applicant rent arrears and repair costs in the amount of \$2418.91.

Hal Logsdon
Rental Officer