

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **MARK BRULE**, 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 -

**MARK BRULE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of July,  
2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **MARK BRULE**, 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-

**MARK BRULE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 15, 2003

**Place of the Hearing:** Fort Providence, NT

**Appearances at Hearing:** Diana Gargan, representing the applicant

**Date of Decision:** July 22, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail, delivered on July 4, 2003. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant indicated that the tenancy agreement was terminated on or about July 1, 2003 when the respondent vacated the rental premises. The application, filed on May 16, 2003, alleged that the respondent had failed to repair damages to the premises which were caused by his negligence.

The applicant holds a security deposit of \$350. The cost to repair the alleged damages was \$194.90. The applicant may retain that part of the security deposit to cover the costs of repair.

The applicant should prepare a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*. There is no requirement to issue an order as the tenancy has been terminated and the security deposit is sufficient to cover the claimed costs of repair.

The application shall be dismissed.

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Hal Logsdon  
Rental Officer