

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **LEANNE BLESSE**, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

LEANNE BLESSE

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 two hundred eighty four dollars (\$284.00).
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 in the amount of two hundred fifty four dollars and sixty one cents (\$254.61).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **LEANNE BLESSE**, 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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

LEANNE BLESSE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2003

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant

Date of Decision: November 28, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 19, 2003 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 the full amount of the rent and by failing to repair damages which were made necessary due to her negligence. The application sought an order requiring the respondent to pay the alleged rent arrears and repair costs related to the alleged tenant damages and termination of the tenancy agreement.

The applicant indicated that the tenancy agreement had been terminated on October 24, 2003 when the tenant vacated the premises. The parties entered into a new tenancy agreement for other premises. The security deposit was transferred to the new tenancy agreement. I can not consider termination of the new tenancy agreement based on the breach of a former one.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$284 and a statement of tenant damage repairs which indicated an amount owing of \$254.61. Work orders for the repairs indicated that damages had been done to a window. The applicant testified that the repairs were made necessary due to the negligence of the tenant.

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. I find the statements in order. An order shall issue requiring the respondent to pay the applicant rent arrears and costs related to the repair of tenant damages in the total amount of \$538.61.

Hal Logsdon
Rental Officer