

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 five hundred ninety two dollars (\$592.00).
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 one thousand five hundred ninety seven dollars and forty nine cents (\$1597.49).

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: December 8, 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.

This tenancy agreement was terminated on or about March 31, 2001 when the tenant vacated the premises. The parties entered into a new tenancy agreement for other premises and the security deposit was transferred without deduction to the new premises. The respondent has since vacated those premises and entered into yet another tenancy agreement with the applicant, again transferring the security deposit.

The applicant alleged that the respondent failed to pay the full amount of the rent and failed to repair damages to the rental premises and sought an order requiring the respondent to pay the alleged rent arrears and costs of repair in the amount of \$2360.91 all of which relates to the initial tenancy agreement and the original unit at 81 St. Ann's Street.

A copy of the rent statement indicates a balance of rent arrears in the amount of \$592. A copy of the tenant damage statement indicates a balance of \$1768.91. Work orders and invoices were provided by the applicant detailing the repairs made to the premises. The applicant testified that the repairs were necessary due to the negligence of the respondent.

The respondent entered into an agreement to pay the arrears and costs of repair in monthly

installments to commence on March 30, 2003. The statements provided by the applicant indicate that one payment of \$300 was received in August, 2003 and credited toward the damages.

Section 68 of the *Residential Tenancies Act* requires timely application after a breach of the tenancy agreement or Act.

68(1) An application by a landlord or tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

Section 68(3) of the Act permits a rental officer to extend this time limit if it is not considered unfair to do so.

Since the parties still have a tenancy agreement, albeit not the original one, and the respondent has acknowledged responsibility for the arrears and repair costs and made some payment to satisfy it, I do not think it is unfair to extend the limitation and consider the application.

I find the statements of rent and documentation pertaining to the repairs to be in order except for charges made on invoice 01-006 for painting. On the corresponding work order, WO-42, there is a notation that the tenant should be responsible for 75% of the work, yet the entire amount is charged on the invoice. Making the adjustment, I find the charges for the repair of tenant damages to be \$1597.49.

An order shall issue requiring the respondent to pay the applicant rent arrears and costs of repair

of \$2189.49 calculated as follows:

Rent arrears	\$592.00
Repair costs	\$1768.91
Adjustment Invoice 01-006	<u>(171.42)</u>
Amount due applicant	\$2189.49

Hal Logsdon
Rental Officer