

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **GILBERT MATTO JR.**, 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 -

**GILBERT MATTO JR.**

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 thousand four hundred thirty dollars and seventy cents (\$2430.70).
2. Pursuant to section 42(3)(e) 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 twenty six dollars and thirty two cents (\$226.32).

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of December, 2004.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**GILBERT MATTO JR.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 17, 2004

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

**Appearances at Hearing:** Loretta Landry, representing the applicant

**Date of Decision:** December 17, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on December 3, 2004 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 pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs of repair and to pay future rent on time.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2430.70. The applicant also provided an invoice for the replacement of a lockset for \$226.32 and stated that the work was made necessary due to the tenant's negligence.

I find the evidence in order and find the respondent in breach of his obligation to pay rent and to repair tenant damages. I find the rent arrears to be \$2430.70 and the repair costs reasonable at \$226.32. An order shall issue requiring the respondent to pay the applicant costs or repair and rent arrears in the total amount of \$2657.02 and to pay future rent on time.

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Hal Logsdon  
Rental Officer