

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **LAWRENCE NADARY**, 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 -

LAWRENCE NADARY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair related to tenant damages to the rental premises in the amount of three thousand six hundred thirty eight dollars and twenty nine cents (\$3638.29).
2. Pursuant to section 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 0067D, 34 Cumming Avenue, Fort Smith, NT shall be terminated on February 11, 2005 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of January, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **LAWRENCE NADARY**, 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-

LAWRENCE NADARY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 21, 2004

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant

Date of Decision: December 21, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on December 1, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to repair damages to the rental premises which were made necessary due to the respondent's negligence. The applicant provided a statement of the repair costs which indicated a balance owing in the amount of \$3638.29. The applicant also provided work orders indicating the details of the damages and the repairs made by the landlord.

The most recent damage involved extensive water damage to the flooring. The applicant testified that water had been left running in a sink and was permitted to overflow onto the floor. Other damage included additional water damage and broken doors and windows. A total of six work orders for repair of tenant damage have been completed since March, 2003.

I find the respondent in breach of his obligation to repair tenant damages to the premises. I find the repairs undertaken on his behalf by the landlord necessary due to the negligence of the respondent. I find the repair costs reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement as the damages are persistent and show no sign of abatement.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of

\$3638.29 and terminating the tenancy agreement on February 11, 2005. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer