

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GEORGE NADLI AND JANET BONNETROUGE**, Respondents;

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 -

GEORGE NADLI AND JANET BONNETROUGE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs for tenant damages to the rental premises in the amount of one hundred seventeen dollars and forty four cents (\$117.44).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of June,
2005.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

GEORGE NADLI AND JANET BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 8, 2005

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Loretta Landry, representing the applicant

Date of Decision: June 8, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered, but failed to appear at the hearing. The hearing was held in their absence.

The applicant stated that the respondents were relocated from unit #11 to unit #26. Damages to unit #11 were noted and the security deposit and interest retained and applied against the repair costs. The applicant provided a statement of the repairs in evidence which indicated a balance owing to the landlord of \$55.30. The applicant stated that the statement was subsequently revised, resulting in a balance owing of \$5.30. The repairs were for the replacement of three damaged doors.

The applicant also provided a more recent invoice for damages to a door jamb on the current premises in the amount of \$112.14. The applicant indicated that neither of these invoices totalling \$117.44 had been paid and sought an order requiring the respondents to pay the repair costs.

I find the respondents in breach of their obligation to repair tenant damages to the premises. I find the repair costs, net of the security deposit and interest to be \$117.44. I find the repairs made necessary due to tenant negligence and not normal wear and tear and find the repair costs reasonable.

An order shall issue requiring the respondents to pay the applicant repair costs in the amount of \$117.44.

Hal Logsdon
Rental Officer