

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **THEODORE MATTO JR. AND AMANDA MINOZA**, 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 -

THEODORE MATTO JR. AND AMANDA MINOZA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three hundred fifty seven dollars (\$357.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs for the repair of tenant damages in the amount of one thousand eight hundred thirty dollars and seventy five cents (\$1830.75).
3. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the security deposit required by the tenancy agreement in the amount of three hundred fifty dollars (\$350.00).

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

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

Hal Logsdon
Rental Officer

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FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

THEODORE MATTO JR. AND AMANDA MINOZA

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 16, 2005

REASONS FOR DECISION

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

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair tenant damages, and failing to pay the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs of repair and the security deposit.

The applicant stated that the respondents were transferred from unit 2 to unit 58C due to a sewage back-up. A new tenancy agreement for unit 58C was executed by the parties commencing September 1, 2004. The applicant retained the security deposit for unit 2, applying it to repair and cleaning costs, leaving a balance owing to the landlord of \$1830.75. The respondent was sent an invoice for \$1830.75 and the rent arrears of \$301 were transferred to the new account for unit 58C. The applicant stated that the invoice has not been paid and the rent arrears have now increased to \$357. The applicant also stated that the required security deposit for unit 58C, in the amount of \$350, had not been paid.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$357. The tenancy agreement for unit 58C commenced on September 1, 2004 and requires a security deposit of \$350. An inspection report for unit 2

outlining the condition of the premises at the beginning and end of the tenancy was presented in evidence as well as the invoice for repairs. The applicant testified that the repairs were made necessary due to the negligence of the respondents and not though normal wear and tear.

I find the respondents in breach of their obligations to pay rent, to repair damages to the rental premises and to provide the landlord with the required security deposit. I find the rent arrears to be \$357. I find the required security deposit to be \$350. The repairs undertaken coincide with the damages listed on the inspection report and appear to be the result of negligence. None of the damages are noted on the inspection report completed at the commencement of the tenancy and the costs of repairs appears reasonable. Taking into account the security deposit and interest retained by the landlord I find the balance owing to be \$1830.75.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$357, repair costs in the amount of \$1830.75 and requiring the respondents to provide the applicant with the required security deposit of \$350. The respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer