

IN THE MATTER between **KOTANEELEE HOUSING ASSOCIATION**, Applicant,
and **WILLIAM MCLEOD AND VIRGINIA BADINE**, 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 LIARD, NT.**

BETWEEN:

KOTANEELEE HOUSING ASSOCIATION

Applicant/Landlord

- and -

WILLIAM MCLEOD AND VIRGINIA BADINE

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 costs of repair of a broken window in the amount of three hundred eighty dollars and forty four cents (\$380.44).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to repair tenant damages to the premises by repairing the broken front window of the premises.
3. 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 25th day of May,
2006.

Hal Logsdon
Rental Officer

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WILLIAM MCLEOD AND VIRGINIA BADINE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 18, 2006

Place of the Hearing: Fort Liard, NT via teleconference

Appearances at Hearing: Brenda Berreault, representing the applicant

Date of Decision: May 18, 2006

REASONS FOR DECISION

The respondents were served Notices of Attendance sent to the rental premises by registered mail. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that two windows had been broken in the rental premises by the respondents or persons permitted in the premises by the respondents. One of the windows had been repaired by the landlord at a cost of \$380.44. An invoice was presented in evidence showing the cost of materials and labour. One other window, in the front of the premises, was also broken but had not been repaired. A photograph of the broken window was provided in evidence. The applicant could not provide an estimate of the repair costs.

The applicant stated that since the application was made, all rent arrears had been paid in full. A statement of the rent account was provided with the application which indicated that rent had not been paid on the days it was due. The applicant withdrew the request for an order terminating the tenancy agreement and sought an order requiring the respondents to pay for the repair costs, repair the broken front window and pay future rent on time.

I find the respondents in breach of their obligation to pay rent on time and to repair damages to the rental premises. I find the repair costs to be reasonable.

An order shall issue requiring the respondents to pay the applicant repair costs for the broken window which was repaired by the landlord in the amount of \$380.44 and requiring the respondents to repair the remaining broken window. The respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer