

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **BERNICE ISAIAH**, 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

BERNICE ISAIAH

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 one thousand seven hundred fifty one dollars and sixty cents (\$1751.60).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs to repair damages to the rental premises in the amount of eight hundred forty three dollars and forty cents (\$843.40).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of July,
2006.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

BERNICE ISAIAH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 12, 2006

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: July 12, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement was terminated on or about January 31, 2006. The applicant alleged that the respondent had failed to pay the full amount of rent and had failed to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs.

The applicant provided a statement of account in evidence indicating rent arrears in the amount of \$1751.60 and repair costs in the amount of \$843.40. The statement indicates that the security deposit and accrued interest were retained by the applicant and applied to the account. The applicant also provided copies of invoices and work orders in evidence outlining the repairs undertaken and testified that the repairs were made necessary due to the negligence of the respondent.

A previous order (File #10-7207, filed on February 26, 2003) requiring the payment of rent arrears and repair costs has been satisfied.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises caused by her negligence. I find the rent arrears

to be \$1751.60 and the repair costs of \$843.40 to be reasonable. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1751.60 and repair costs in the amount of \$843.40.

Hal Logsdon
Rental Officer