

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **FABIAN FRANKI**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

FABIAN FRANKI

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 two hundred seven dollars and ninety cents (\$207.90).
2. Pursuant to sections 42(3)(d) and 42(3)(e) of the *Residential Tenancies Act*, the landlord is authorized to undertake repairs to the premises and the respondent shall pay the applicant for the cost of repair of tenant damage to the premises in the amount of two thousand seven hundred eighty nine dollars and forty nine cents (\$2789.49).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
December, 2006.

Hal Logsdon
Rental Officer

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and **FABIAN FRANKI**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

FABIAN FRANKI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: November 28, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 18, 2006. Immediately prior to the hearing, the respondent contacted the Rental Officer and made arrangements to appear at the hearing by telephone. When the Rental Officer attempted to contact her by telephone, she was not available. The hearing was held in her absence.

A previous order (File #10-9159, filed on September 22, 2006) required the respondent to pay rent arrears of \$37.90 and to repair damages to the rental premises. The applicant alleged that the repairs have not been done and sought an order authorizing them to undertake the repairs and for the respondent to pay the costs associated with the repairs. The applicant provided an itemised list of repair costs totalling \$2789.49. Photographic evidence was also provided illustrating the damages.

The applicant also alleged that the respondent had failed to pay the full amount of rent. A statement of the rent account was provided in evidence which indicated a balance owing in the amount of \$207.90. The previous arrears have been paid.

The applicant withdrew the request for an order terminating the tenancy agreement stating that the agreement was made for a term ending on November 30, 2006 which would not be renewed. The premises are subsidized public housing.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to repair damages to the premises. I find the repair costs to be reasonable. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$207.90 and repair costs in the amount of \$2789.49. Any security deposit held by the applicant shall be applied against this order and a statement issued in accordance with the Act.

Hal Logsdon
Rental Officer