

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **AMANDA MANDEVILLE**, 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 RESOLUTION, NT.**

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

AMANDA MANDEVILLE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine hundred ninety three dollars and thirty eight cents (\$993.38).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January,
2007.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

AMANDA MANDEVILLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **January 17, 2007**

Place of the Hearing: **Fort Resolution, NT via teleconference**

Appearances at Hearing: **Elizabeth-Ann McKay, representing the applicant**

Date of Decision: **January 17, 2007**

REASONS FOR DECISION

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

The tenancy agreement between the parties was terminated on March 31, 2006. The application was not filed until October 24, 2006. Section 68 of the *Residential Tenancies Act* requires that an application be made within six months but permits a rental officer to extend the period if it is not unfair to do so.

The applicant stated that the respondent left a large number of personal belongings in the premises and the damages could not be properly assessed or repaired until they were removed. The respondent was contacted on numerous occasions and repeatedly indicated that she wanted the property and would remove it from the premises but failed to pick it up. The applicant stated that there was limited storage space available in the community and the premises were not immediately needed for another family. In my opinion, the delay in filing the application is reasonable. An extension of time was granted and the matter was heard.

The applicant testified that the premises were left in a very dirty condition and there was damage to the walls and some windows. The applicant provided three work orders in evidence which indicated the following work performed and costs:

General cleaning	\$460.80
Patch and paint walls	\$685.81
Repair window hardware and frames	\$307.57

All of the work orders were coded as tenant damage and the applicant testified that the repairs were made necessary due to the negligence of the respondent.

The applicant stated that they retained the security deposit and accrued interest of \$453.60 and considered it as satisfaction of the general cleaning charges. The applicant sought relief for the two remaining work orders in the amount of \$993.38.

I find the respondent in breach of her obligation to repair damages to the premises. I find the repair costs of \$993.38 to be reasonable. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$993.38.

Hal Logsdon
Rental Officer