

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **RAYMOND LANDRY**, 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 PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**RAYMOND LANDRY**

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 four thousand eight hundred ninety dollars and nine cents (\$4890.09).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred twenty three dollars and three cents (\$223.03).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of August,  
2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**RAYMOND LANDRY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 26, 2007

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

**Appearances at Hearing:** Loretta Landry, representing the applicant

**Date of Decision:** July 26, 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 his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant stated that the respondent vacated the rental premises on July 26, 2007. The applicant stated that they held a security deposit of \$350 but had not had time to inspect the premises or complete a statement of the security deposit. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$5044.62. The full unsubsidized rent of \$1159 had been applied for the full month of July, 2007. The applicant stated that the full unsubsidized rent was applied because the respondent failed to provide the Income Security Officer any income information on which to calculate the rent. An E-mail from the officer was provided in evidence by the applicant.

The applicant stated that the basement window was broken due to the negligence of the respondent and was replaced at a cost of \$223.03. An invoice detailing the materials and labour was provided in evidence.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages

to the rental premises. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$4890.09, calculated as follows:

Balance at June 30/07	\$3885.62
July 1-26 rent	<u>1004.47</u>
Total	\$4890.09

I find the repair cost of \$223.03 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4890.09 and repair costs of \$223.03. The applicant shall complete a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act* and, after deducting any additional repair costs, apply any remaining balance to the satisfaction of this order.

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Hal Logsdon  
Rental Officer