

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **FRANKLIN ROSS**, 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 MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**FRANKLIN ROSS**

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 thousand three hundred sixty five dollars and sixty seven cents (\$2365.67).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three hundred sixty one dollars and eighty seven cents (\$361.87).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of  
November, 2007.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **FRANKLIN ROSS**, 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.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**FRANKLIN ROSS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 21, 2007

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

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** November 21, 2007

**REASONS FOR DECISION**

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

The applicant stated that the respondent abandoned the rental premises in October, 2007. The applicant alleged that the respondent had failed to pay the full amount of rent and had failed to repair damages to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$2727.54. The applicant stated that of that amount, \$361.87 represented repair costs and \$2365.67 represented rent arrears. The applicant provided copies of work orders detailing the repairs undertaken and the cost of the repairs. The work orders indicate that the repairs were required due to tenant damage and the applicant testified that the repairs were made necessary due to the negligence of the respondent.

I find the ledger in order and find rent arrears of \$2365.67 and repair costs of \$361.87. I find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2365.67 and repair costs in the amount of \$361.87. Any security deposit and accrued interest held by the applicant shall be applied first to any additional cleaning and repairs required, then to satisfaction of this order. A statement shall be completed in

accordance with section 18(3) of the *Residential Tenancies Act*.

---

Hal Logsdon  
Rental Officer