

IN THE MATTER between **Fort Providence Housing Association**, Applicant, and
Roberta McLeod, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the hamlet of Fort Providence in the Northwest
Territories.**

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ROBERTA MCLEOD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for cost of repairs to the rental premises in the amount of \$365.55 (three hundred sixty-five dollars fifty-five cents).

DATED at the City of Yellowknife in the Northwest Territories this 7th day of August
2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Fort Providence Housing Association**, Applicant, and
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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

ROBERTA MCLEOD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2015
<u>Place of the Hearing:</u>	Fort Providence, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Alphonsine Gargan, representing the applicant
<u>Date of Decision:</u>	July 16, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Providence Housing Association as the applicant/landlord against Roberta McLeod as the respondent/tenant was filed by the Rental Office May 26, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 68B in Fort Providence, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for June 9, 2015.

The applicant alleged the respondent had caused damages to the rental premises and sought an order for compensation of the cost of repairs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 16, 2015, in Fort Providence. Ms. Alphonsine Gargan appeared representing the applicant. Ms. Roberta McLeod was served a notice of attendance by registered mail deemed served June 26, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. McLeod did not appear at hearing nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

Tenancy agreement

Ms. Gargan testified and provided evidence establishing a tenancy agreement between the parties for subsidized public housing commencing September 30, 2011. The tenant check-in/out condition report provided into evidence supports Ms. Gargan's testimony that Ms. McLeod vacated the rental premises on January 12, 2015. I am satisfied a valid tenancy agreement was in place between the parties for subsidized public housing in accordance with the Act and that the tenancy ended January 12, 2015.

Repairs

The condition report corroborates the damages claimed by applicant as occurring during the respondent's tenancy and being the respondent's responsibility to repair. The damages claimed include replacing one damaged exterior door and frame, replacing one interior door, and repairing and repainting holes in two walls. I am satisfied the damages are of a nature beyond normal wear and tear, and that they are the respondent's responsibility to repair. I find the respondent has failed to comply with her obligation to repair damages to the rental premises.

The total cost of repairs claimed as reflected in the lease balance statement, and supported by the evidenced work order, is \$1,056.12. Several payments have been made against the repairs costs, reducing the total amount outstanding to \$365.55. I am satisfied the costs claimed for the associated repairs are reasonable.

An additional charge applied to the lease balance statement for \$91.27 was described as "Misc Chrg Applied outstanding balance to current lease". Ms. Gargan had no information on what this charge was for and as such it was not considered.

Order

An order will issue requiring Ms. Roberta McLeod to compensate the applicant for the costs of repairing damages to the rental premises in the amount of \$365.55.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Pages 1, 5, 6, and 7 of residential tenancy agreement dated July 7, 2014
- Exhibit 2: Rent calculation form dated December 11, 2014
- Exhibit 3: Income summary dated December 11, 2014
- Exhibit 4: Paystubs dated November 7, 2014, and November 21, 2014
- Exhibit 5: Lease balance statements dated: May 20, 2015; February 5, 2015
- Exhibit 6: Tenant check-in/out condition report
- Exhibit 7: Applicant's invoice entered February 2, 2015
- Exhibit 8: Work order TD031025 dated February 2, 2015
- Exhibit 9: Applicant's correspondences to respondent dated May 21, 2015; March 9, 2015; February 5, 2015
- Exhibit 10: Email conversation between Roberta McLeod and Alphonsine Gargan dated between November 21, 2014, and March 11, 2015
- Exhibit 11: Lease balance statement dated June 24, 2015