

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MATTHEW LANDRY AND MILDRED SABOURIN**, Respondents;

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 -

MATTHEW LANDRY AND MILDRED SABOURIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of eighty five dollars and seventeen cents (\$85.17).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
November, 2002.

Hal Logsdon
Rental Officer

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-and-

MATTHEW LANDRY AND MILDRED SABOURIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 4, 2002

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant

Date of Decision: November 4, 2002

REASONS FOR DECISION

The respondents were served with Notices of Attendance on October 13, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair damages to the premises which were made necessary by the negligence of the respondents or persons permitted in the premises by the respondents. The applicant provided copies of a work order and invoice which outlined repairs to a door which cost \$85.17. The applicant testified that the damage was done by the respondents or persons permitted in the unit by the respondents.

I find the respondents breached the tenancy agreement by failing to repair tenant damages to the rental premises. I find the costs of repair to be reasonable. An order shall be issued requiring the respondents to pay the applicant costs of repair in the amount of \$85.17.

Hal Logsdon
Rental Officer