

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **JOSEPH LACORNE AND ELSIE LACORNE**, 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 -

JOSEPH LACORNE AND ELSIE LACORNE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) 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 four hundred eleven dollars and ninety eight cents (\$411.98).

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

Hal Logsdon
Rental Officer

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Applicant, and **JOSEPH LACORNE AND ELSIE LACORNE**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

JOSEPH LACORNE AND ELSIE LACORNE

Respondent/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
Joseph Lacorne, respondent
Elsie Lacorne, respondent

Date of Decision: November 4, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair tenant damages to the rental premises. The applicant sought an order requiring the respondents to pay for the cost of repair. The applicant provided a copy of a work order and invoice which indicated that repairs had been done to two exterior doors. The applicant testified that the repairs were made necessary due to tenant damages and were not the result of normal wear and tear. The cost of repair was \$411.98. The applicant indicated that the respondents are former tenants and that the repair cost is in excess of any security deposit

The respondents did not dispute the allegations.

I find the respondents breached the tenancy agreement by failing to repair tenant damages to the premises. I find the cost of repair reasonable. An order shall be issued requiring the respondents to pay the applicant the cost of repair in the amount of \$411.98.

Hal Logsdon
Rental Officer