

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **RONALD MINOZA AND DOUGLAS MINOZA**, 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 -

**RONALD MINOZA AND DOUGLAS MINOZA**

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 tenant damages of the rental premises in the amount of one hundred sixty three dollars and ninety five cents (\$163.95).

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

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Hal Logsdon  
Rental Officer

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-and-

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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 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 a bedroom door. 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 \$163.95. The applicant indicated that the respondents are former tenants and that the repair costs are in excess of any security deposit.

I find the respondents breached the tenancy agreement by failing to repair tenant damages to the premises. I find the costs of repair reasonable. An order shall be issued requiring the respondents to pay the applicant the cost of repair in the amount of \$163.95.

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Hal Logsdon  
Rental Officer