

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **TERRY SAPP**, 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 PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**TERRY SAPP**

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 one thousand two hundred twenty eight dollars and seventy three cents (\$1228.73).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred eighteen dollars and forty four cents (\$218.44).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May,  
2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**TERRY SAPP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 8, 2007

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

**Appearances at Hearing:** Loretta Landry, representing the applicant

**Date of Decision:** May 8, 2007

**REASONS FOR DECISION**

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

The tenancy agreement between the parties was terminated on February 27, 2007 when the respondent vacated the premises. The applicant retained the security deposit and interest, applying it against repair costs. The applicant sought an order requiring the respondent to pay repair costs in excess of the retained security deposit and rent arrears.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1228.73. The applicant also provided a statement itemizing repair costs for two damaged interior doors (\$427.90) and cleaning costs (\$153.01). The statement indicates that the security deposit and interest (\$362.47) was subtracted from the repair costs, leaving a balance of repair costs owing to the applicant in the amount of \$218.44.

The applicant testified that the repairs were made necessary due to the negligence of the respondent and that the premises were not left in a reasonably clean state at the termination of the tenancy agreement.

I find the statements in order. I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1228.73. I find the repair costs of \$218.44 to be reasonable. An order

shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1228.73 and repair costs in the amount of \$218.44.

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Hal Logsdon  
Rental Officer