

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **JODY WILLIAMS AND WANDA 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 -

JODY WILLIAMS AND WANDA 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 rent arrears in the amount of two thousand six hundred seventy nine dollars and five cents (\$2679.05).
2. Pursuant to section 42(3)(d) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of three hundred eighty four dollars and fifty seven cents (\$384.57).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March,
2009.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

JODY WILLIAMS AND WANDA SABOURIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 24, 2009

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant
Jody Williams, respondent

Date of Decision: February 24, 2009

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 5, 2008 when the respondents vacated the premises. The applicant retained the security deposit and accrued interest (\$387.25), applying it against wall repairs (\$450), the replacement of two damaged doors (\$167.70) and cleaning costs (\$154.12) leaving a balance of repair and cleaning costs owing to the applicant of \$384.57. The applicant provided work orders and invoices supporting the repair and cleaning costs. The applicant sought an order requiring the respondents to pay the balance of the repair and cleaning costs.

The applicant also alleged that the respondents had failed to pay the full amount of rent and provided a copy of the tenant ledger in evidence. The ledger indicated a balance of rent owing in the amount of \$2679.05. The applicant sought an order requiring the respondents to pay the alleged rent arrears.

A previous order (file #10-9752, filed on October 30, 2007) has been satisfied.

The respondent did not dispute the allegations.

I find the rent ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2679.05. I find the repairs and cleaning to be the result of the respondents' negligence and find the costs reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2679.05 and repair and cleaning costs in the amount of \$384.57.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer