

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
CHEVONNE DENE, 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 SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

CHEVONNE DENE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand one hundred fourteen dollars and eighty one cents (\$1114.81).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of March,
2010.

Hal Logsdon
Rental Officer

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CHEVONNE DENE, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

CHEVONNE DENE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 17, 2010

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Kevin Mageean, representing the applicant
Kim Olsen, representing the applicant

Date of Decision: March 17, 2010

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 June 17, 2009. The application was not filed until January 8, 2010 which is over the six month limitation on filing applications set out in section 68(1) of the *Residential Tenancies Act*. However, I note that in March, 2010 the respondent acknowledged the outstanding repair costs and executed an agreement to pay the applicant the outstanding amount. Given this fact, in my opinion, it is not unfair to extend the time limit and hear this matter.

The applicant retained the security deposit and interest (\$360.13) applying it to wall repair and garbage clean up costs (\$666.36), door jamb, curtain rod and cupboard repairs and lock set change (\$545.31), towel bar replacement and general cleaning (\$382.58) and replacement of a closet rod (\$30.69). The respondent made payments totalling \$150 bringing the balance owing to \$1114.81. A statement was provided in evidence indicating a balance owing of \$1114.81.

I find the statement in order and find the respondent in breach of her obligation to repair damages to the rental premises. I find the repairs were made necessary due to the negligence of the respondent and find the repair costs to be reasonable. I find the balance owing to be \$1114.81.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$1114.81.

Hal Logsdon
Rental Officer