

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
ALLAN BOURKE AND KATIE WANDERINGSPIRIT, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

ALLAN BOURKE AND KATIE WANDERINGSPIRIT

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of four hundred thirty two dollars and twenty nine cents (\$432.29).

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

Hal Logsdon
Rental Officer

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-and-

ALLAN BOURKE AND KATIE WANDERINGSPIRIT

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on August 31, 2009. The applicant retained the security deposit and interest (\$204.88) applying it against the repair of damaged walls (\$256.80) and damaged window closures and screens (\$480.37). A payment of \$100 was made by the respondents bringing the balance owing to \$432.29. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a statement in evidence indicating a balance owing of \$432.29 as well as work orders, invoices and photographs regarding the repair costs and work performed. The applicant stated that the work was made necessary due to the negligence of the respondents.

I find the statement in order and find the respondents in breach of their obligation to repair damages to the rental premises. I find the repair costs to be reasonable and the balance owing the applicant to be \$432.29.

An order shall issue requiring the respondents to pay the applicant repair costs of \$432.29.

Hal Logsdon
Rental Officer