

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and  
**STACY NADARY**, 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 -

**STACY NADARY**

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 three thousand one hundred eighteen dollars (\$3118.00).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March,  
2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

-and-

**STACY NADARY**

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 23, 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 applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises and sought an order requiring the respondent to pay the repair costs.

The applicant stated that the tenancy agreement between the parties was terminated on May 11, 2009 when the respondent vacated the rental premises. The application was filed on February 4, 2010. The applicant sought an extension of the six month time limitation for filing of applications set out in section 68(1) of the *Residential Tenancies Act*. The applicant stated that the respondent entered into an agreement in September, 2009 to pay the outstanding repair costs and made one payment in accordance with that agreement. In my opinion, the applicant had reason to believe, albeit faint, that the respondent would resume payments and satisfy the repayment agreement without resort to legal action. Therefore, I did not think it unfair to hear the matter and proceeded with the hearing.

Following the termination of the tenancy agreement the applicant retained the security deposit and interest, applying it to the outstanding balance of rent and repair costs. A statement was provided in evidence indicating a balance of repair costs owing in the amount of \$3118. Work

orders and invoices were also provided in evidence providing details of the work performed and itemised costs. Photographs were provided in evidence indicating the condition of the premises at the end of the tenancy agreement.

Among the repairs undertaken by the applicant were considerable patching and painting of walls, repair of screens and replacement of a broken toilet. There was considerable cleaning required in order to bring the unit to a state of reasonable cleanliness. The photographs indicate extensive wall damage and a unit filled with discarded furniture and garbage. The applicant stated that the premises were freshly painted just prior to the commencement of the tenancy agreement in November, 2008.

I find the statement in order and find the respondent in breach of her obligation to repair damages to the premises. I find the work done by the applicant necessary due to the negligence of the respondent and find the costs of repair to be reasonable.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$3118.

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Hal Logsdon  
Rental Officer