

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
BETTY ANN ABRAHAM, 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 -

BETTY ANN ABRAHAM

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 two thousand four hundred seventy two dollars (\$2472.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine thousand seven hundred one dollars and seventy six cents (\$9701.76).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of March,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

BETTY ANN ABRAHAM

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
Betty Ann Abraham, respondent (by phone)

Date of Decision: March 17, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the costs of repair. The premises are subsidized public housing.

The tenancy agreement between the parties was terminated on May 30, 2009 when the term tenancy agreement expired but the respondent continued to occupy the premises until June 30, 2009. The application was not filed until January 8, 2010 more than six months after the alleged breach occurred. The applicant sought leave to extend the time limitation imposed by section 68 of the *Residential Tenancies Act*. The applicant noted the extent of the repairs required and stated that it was difficult to organize and complete repairs of this magnitude within the six month limitation. I also note that there were some payments made by the respondent after the tenancy agreement was terminated which may have given the applicant reason to believe the issue could be resolved without resorting to legal action. In my opinion there are reasonable grounds to extend the time period for making an application.

The tenancy agreement was made for a term which expired on May 30, 2009. There is no evidence that any tenancy agreement was executed by the parties after that date. The full unsubsidized rent was applied in June, 2009. The applicant provided a copy of the rent statement in evidence which indicated a balance of rent owing in the amount of \$2472. The applicant stated

that the retained security deposit and accrued interest had been applied to rent arrears.

The respondent did not dispute the rent arrears.

The applicant provided a statement of repair costs in evidence which indicated a balance owing of \$9701.76. The applicant also provided copies of notices in evidence which provided details of some of the repairs undertaken. The applicant provided testimony concerning the remainder of the repair costs, outlining the nature of the damages and the cost of the repairs. The repairs include repairs to walls and ceilings, painting, repairs to broken doors, jambs, cupboards, counters, floor repairs, replacement of an exterior door and storm door and recharging of fire extinguishers. The applicant stated that the repairs were made necessary due to the negligence of the tenant.

The respondent did not dispute the damages or object to the repair costs.

I find the rent statement in order and find the application of the full unsubsidized rent amount for use and occupation of the rental premises in June, 2009 to be reasonable. I find the rent arrears to be \$2472.

I find the repairs made to the rental premises to have been made necessary due to the negligence of the respondent and find the repair costs of \$9701.76 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2472 and repair costs of \$9701.76.

Hal Logsdon
Rental Officer