

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **TANDA LANDRY**, 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 PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

TANDA LANDRY

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 one thousand nine hundred thirty dollars and ninety eight cents (\$1930.98).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repairs costs in the amount of two hundred eighty six dollars and ten cents (\$286.10).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of June,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **TANDA LANDRY**, 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

TANDA LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 24, 2010

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Pearl Leishman, representing the applicant

Date of Decision: June 24, 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 April 15, 2010. The applicant retained the security deposit (\$350) and accrued interest (\$21.41) applying it against the repair costs of window handles and walls (\$504.16), cleaning (\$153.35) and rent arrears (\$1930.98) resulting in a balance owing to the applicant of \$2217.08.

An invoice and work orders were provided in evidence outlining the detail of the repair work and cleaning costs. A copy of the tenant ledger was also provided in evidence indicating rent arrears of \$1930.98.

I find the respondent in breach of her obligation to repair damages to the premises and in breach of her obligation to pay rent. I find the repair and cleaning costs to be reasonable. Applying the security deposit and accrued interest first to the repair and cleaning costs, I find the balance of repair costs to be \$286.10. I find rent arrears in the amount of \$1930.98.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$286.10 and rent arrears in the amount of \$1930.98.

Hal Logsdon
Rental Officer