

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **BRENDAN MATTO AND ROBIN NADLI**, Respondents;

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

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 -

BRENDAN MATTO AND ROBIN NADLI

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand three hundred thirty eight dollars and sixty nine cents (\$3338.69).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one thousand ninety six dollars and three cents (\$1096.03).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of March,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **BRENDAN MATTO AND ROBIN NADLI**, 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

BRENDAN MATTO AND ROBIN NADLI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 17, 2011

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Rosemary Vandell, representing the applicant
Alphonsine Gargan, representing the applicant

Date of Decision: March 17, 2011

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 September 10, 2010 when the respondents vacated the premises. The applicant retained the security deposit (\$350) and accrued interest (\$34.88) applying it against rent arrears (\$3338.69) and repairs to doors and walls (\$1480.91) resulting in a balance owing to the applicant of \$4434.72. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$3338.69. The applicant testified that all of the rent assessed had been calculated on the reported household income.

The applicant provided a work order, invoice and inspection reports in support of their claim for repair costs. The evidence indicates that three damaged doors were replaced and wall damage was patched and painted. The total cost for the repairs, indicated on the work order and invoice was \$1480.91.

I find the repair costs reasonable and find the rent ledger in order. Applying the security deposit

and interest first to the repair costs, I find repair costs due to the applicant of \$1096.03 and rent arrears of \$3338.69 calculated as follows:

Security deposit	\$350.00
Interest	34.88
Door & wall repair	<u>(1480.91)</u>
Net repair cost	\$1096.03
 Rent arrears as per rent ledger	 \$ 3338.69

An order shall issue requiring the respondents to pay the applicant rent arrears of \$3338.69 and repair costs of \$1096.03.

Hal Logsdon
Rental Officer