

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
CRYSTAL VILLEBRUN, Respondent;

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 SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

CRYSTAL VILLEBRUN

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 thirty thousand one hundred fifty eight dollars and thirty seven cents (\$30,158.37).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand eight hundred ninety dollars and twenty cents (\$1890.20).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
CRYSTAL VILLEBRUN, 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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

CRYSTAL VILLEBRUN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **June 14, 2011**

Place of the Hearing: **Fort Smith, NT via teleconference**

Appearances at Hearing: **Kevin Mageean, representing the applicant**

Date of Decision: **June 17, 2011**

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 original tenancy agreement was made between the applicant and the respondent and Preston Hanson as joint tenants and was renewed with Ms Villebrun as the sole tenant on Mr. Hanson's death. That tenancy agreement was terminated on or about November 30, 2010 when Ms Villebrun vacated the premises. The premises are subsidized public housing.

The applicant retained the security deposit and interest, applying it against repair costs. The applicant provided copies of the rent statements in evidence which indicated a balance of rent owing of \$30,158.37. The applicant testified that all of the rent had been adjusted to the respondents household income.

A statement of repair costs was also provided in evidence indicating a balance of \$920.20. The applicant also provided a estimate of cleaning and minor repairs yet to be done totalling \$970 for a total of \$1890.20. Photographs and work orders were provided by the applicant showing the damage and detailing the work undertaken and itemized costs of repair.

I find the rent statements in order and find the respondent in breach of her obligation to pay rent.

I find the rent arrears to be \$30,158.37. I find the repairs and cleaning were necessary due to the

negligence of the respondent and find the cleaning and repair costs of \$1890.20 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$30,158.37 and repair costs of \$1890.20.

Hal Logsdon
Rental Officer