

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
JENELLE BALSILLIE AND BRETT MCLEOD, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

JENELLE BALSILLIE AND BRETT MCLEOD

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Jenelle Balsillie shall pay the applicant rent arrears in the amount of five thousand six hundred ninety dollars (\$5690.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent Jenelle Balsillie shall pay the applicant repair costs in the amount of seven hundred eighty one dollars and sixty four cents (\$781.64).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
JENELLE BALSILLIE AND BRETT MCLEOD, 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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

JENELLE BALSILLIE AND BRETT MCLEOD

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail. Ms Balsillie signed for the item but it is unclear if Mr. McLeod lives at that address. Neither party appeared at the hearing and the hearing was held in their absence.

The joint tenancy agreement between the applicant and the respondents was terminated on about May 31, 2010 and the applicant entered into a tenancy agreement with Ms Balsillie as sole tenant on June 1, 2010. That tenancy agreement was terminated on or about October 25, 2010. The applicant sought an order requiring Mr. McLeod and Ms Balsillie to pay rent arrears which accrued up to May 31, 2010 and an order requiring Ms Balsillie to pay rent arrears and repair costs for the period June 1 to October 25, 2010.

Section 68 of the *Residential Tenancies Act* sets out a time limitation on applications.

68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.

This application deals with two tenancy agreements. The joint tenancy agreement with Mr. McLeod had expired over six months before the application was filed. I find no reason to extend the limitation imposed by the Act, particularly when I can not confirm his whereabouts.

Therefore I shall only consider the relief requested pertaining to the sole tenancy agreement with Ms Balsillie.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing of \$5690 which accrued during the tenancy of Ms Balsillie. The applicant stated the security deposit from the joint tenant was transferred to Ms. Balsillie and applied to repair costs at the end of her tenancy. The applicant provided a copy of the tenant damage ledger in evidence indicating a balance of repair costs owing in the amount of \$781.64. Photographs of the damages and work orders outlining the repairs undertaken and the itemised costs were also provided by the applicant.

I find the ledgers in order and find the respondent, Jenelle Balsillie in breach of her obligation to pay rent and her obligation to repair damages to the premises. I find the rent arrears to be \$5690. I find the repair costs of \$781.64 to be reasonable.

An order shall issue requiring the respondent, Jenelle Balsillie to pay the applicant rent arrears of \$5690 and repair costs of \$781.64.

Hal Logsdon
Rental Officer