

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CHERYL LAFFERTY**, 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 PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

CHERYL LAFFERTY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three hundred sixty one dollars and thirty eight cents (\$361.38).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CHERYL LAFFERTY**, 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-

CHERYL LAFFERTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 25, 2012

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: January 25, 2012

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 August 9, 2011 when the respondent vacated the premises. The applicant retained the security deposit (\$350) and interest (\$67.30) applying it against rent arrears (\$1389) and costs to repair two windows (\$361.38) leaving a balance owing to the applicant of \$1333.08. The applicant stated that since the application was made the respondent has made payments totalling \$971.70, leaving a balance owing of \$361.38. The security deposit, interest and payments have been applied to rent, leaving the window repair costs outstanding. The applicant sought relief for those costs. The premises are subsidized public housing.

The applicant provided invoices and the tenant ledger in evidence and stated that the window repairs were made necessary due to the respondent's negligence.

I find the window repairs to be the result of tenant damage and find the repair costs reasonable.

An order shall issue requiring the respondent to pay the applicant repair costs of \$361.38.

Hal Logsdon
Rental Officer