

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
SARAH-MARIE ABRAHAM, 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 -

SARAH-MARIE ABRAHAM

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 two thousand four hundred seventeen dollars and fifty seven cents (\$2417.57).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
SARAH-MARIE ABRAHAM, 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-

SARAH-MARIE ABRAHAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 6, 2013

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Kevin Mageean, representing the applicant
Sarah-Marie Abraham, respondent

Date of Decision: February 6, 2013

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 11, 2012. The applicant retained the security deposit and accrued interest (\$580.51) applying it against repair costs (\$2998.08) resulting in a balance owing to the applicant of \$2417.57. The applicant sought an order requiring the respondent to pay the amount.

The applicant stated that the respondent was transferred from 88A to 88B during the term and that the repair costs applied to both units. The applicant provided work orders showing the detail of the work done and labour costs as well as photographs of the damaged areas. A statement was also provided in evidence indicating the security deposit, itemised repair costs and the balance owing of \$2417.57. The applicant stated that the repairs were necessary due to damage caused by the tenant or persons she permitted in the premises.

The respondent did not dispute the allegations.

I find the repair costs to be reasonable and find the respondent in breach of her obligation to repair damages to the rental premises. Applying the security deposit to the repair costs, I find an amount owing the applicant of \$2417.57.

An order shall issue requiring the respondent to pay the applicant repair costs of \$2417.57.

Hal Logsdon
Rental Officer