

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and  
**CHARLENE DRYGEESE**, 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 -

**CHARLENE DRYGEESE**

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 five hundred thirty five dollars (\$535.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand seven hundred nine dollars and ninety six cents (\$3709.96)

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of March,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and  
**CHARLENE DRYGEESE**, 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-

**CHARLENE DRYGEESE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 8, 2013

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

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

**Date of Decision:** March 8, 2013

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail which was 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 December 22, 2012 when the respondent vacated the premises. The applicant retained the security deposit (\$250) and accrued interest (\$0.26) applying it to repair costs (\$3960.22) and rent arrears (\$535) resulting in a balance owing the respondent of \$4244.96. The applicant sought an order requiring the respondent to pay that amount.

The respondent provided a statement in evidence indicating a balance owing of \$4244.96 as well as work orders outlining the repairs undertaken, labour costs and material costs. The applicant also provided inspection reports and photographs of the premises indicating the damages. The applicant stated that all of the repairs were made necessary due to the negligence of the respondent or persons she permitted in the premises.

I find the statement in order and the repair costs reasonable. Applying the security deposit to the repair costs I find repair costs owing of \$3709.96 and rent arrears of \$535.

Repair costs	\$3960.22
less security deposit/interest	<u>(250.26)</u>
Repair costs owing	\$3709.96

An order shall issue requiring the respondent to pay the applicant rent arrears of \$535 and repair costs of \$3709.96.

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Hal Logsdon  
Rental Officer