

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
SARAH CARDINAL-HALL, 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 CARDINAL-HALL

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 nine thousand seven hundred fifty five dollars and forty eight cents (\$9755.48).
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 hundred thirty dollars and eighty cents (\$330.80).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
November, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
SARAH CARDINAL-HALL, 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 CARDINAL-HALL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 9, 2013**

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

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

Date of Decision: **October 9, 2013**

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 or about March 15, 2013. The applicant retained the security deposit (\$500) and accrued interest (\$1.32) applying it against rent arrears (\$10,256.80) and repair costs (\$330.80) resulting in a balance owing to the applicant of \$10,086.28. The applicant sought an order requiring the respondent to pay the rent arrears and repair costs net of the retained security deposit. The premises are subsidized public housing.

The applicant provided check-in and check-out inspection reports, tenant ledgers, an itemised list of repair costs and photographs in evidence. This tenancy involves several consecutive tenancy agreements for the same premises, some with the respondent as sole tenant and one with the respondent and another party as joint tenants. The respondent has been a party to all of the tenancy agreements. The applicant has elected to file against only the respondent for all of the rent arrears. Given the circumstances, in my opinion, it is not unreasonable to extend the time limitation and consider all of the tenancy agreements as if they were one.

I find the respondent in breach of her obligation to pay rent and applying the retained security deposit, I find the rent arrears owing to the applicant to be \$9755.48, calculated as follows:

Balance at March 1, 2013 - Cardinal-Hall ledger	\$5329.80
Balance at October 2, 2012 - Hall/Cardinal-Hall ledger	4927.00
Less Security deposit and interest	<u>(501.32)</u>
Rent arrears	\$9755.48

I find the respondent in breach of her obligation to repair damages to the premises and find the repair costs of \$330.80 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$9755.48 and repair costs of \$330.80.

Hal Logsdon
Rental Officer