

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GRACE LANDRY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

GRACE LANDRY

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 four hundred sixteen dollars and fifty cents (\$416.50).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of five hundred ninety eight dollars and ninety four cents (\$598.94).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GRACE LANDRY**, 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-

GRACE LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 8, 2015**

Place of the Hearing: **Fort Providence, NT via telephone**

Appearances at Hearing: **Alphonsine Gargan, representing the applicant**

Date of Decision: **October 8, 2015**

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt but Canada Post confirmed that a notice had been left at the address of the respondent on September 29, 2015 indicating where the item could be picked up. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The tenancy agreement between the parties was terminated on June 30, 2015. The applicant retained the security deposit (\$350) and accrued interest (\$0.33) applying it to the repair of broken windows (\$260.27), the replacement of an interior door (\$200.41), the replacement of an exterior door (\$488.59) and rent arrears (\$416.50) resulting in a balance owing the applicant of \$1015.44. The applicant sought relief in that amount. The premises are subsidized public housing.

The applicant provided a statement of account in evidence which indicated a balance owing of \$1015.44. The applicant also provided inspection reports and work orders outlining the repairs undertaken. The inspection reports support the allegations of tenant damage and the work orders document the costs of repair which, in my opinion, are reasonable.

Applying the retained security deposit and interest first to the repair costs, I find repair costs

owing to the applicant of \$598.94 and rent arrears of \$416.50.

Security deposit	(\$350.00)
Interest	(0.33)
Repair broken windows	260.27
Replace interior door	200.41
Replace exterior door	<u>488.59</u>
Repair costs owing	\$598.94
Plus rent arrears	<u>416.50</u>
Total amount owing	\$1015.44

An order shall issue requiring the respondent to pay the applicant repair costs of \$598.94 and rent arrears of \$416.50.

Hal Logsdon
Rental Officer