

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **JAMIE PASCAL**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

JAMIE PASCAL

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 two hundred ninety six dollars (\$296.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of four thousand three hundred forty two dollars and eighty four cents (\$4342.84).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of
December, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **JAMIE PASCAL**, 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 MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

JAMIE PASCAL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 3, 2015

Place of the Hearing: Fort McPherson, NT via telephone

Appearances at Hearing: Shirley Wilson, representing the applicant

Date of Decision: December 3, 2015

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 his absence.

The applicant testified that the tenancy agreement between the parties was terminated on October 7, 2015. The applicant retained the security deposit (\$1000) and accrued interest (\$2.43) applying it to rent arrears (\$296) and repairs and cleaning (\$5345.27) resulting in a balance owing of \$4638.84. The applicant sought relief in that amount.

The applicant provided a lease balance statement in evidence which indicated a balance owing of \$4638.84. The applicant also provided work orders and invoices detailing the work undertaken and itemised costs. The applicant testified that the repairs were made necessary due to the negligence of the respondent and that the premises were left in a very unclean condition.

I find the repair and cleaning costs reasonable and find the respondent in breach of his obligation to repair damages to the rental premises. Applying the retained security deposit and interest first to the repair and cleaning costs, an order shall issue requiring the respondent to pay the applicant the remaining repair and cleaning costs of \$4342.84 and rent arrears of \$296.

Hal Logsdon
Rental Officer