

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **FREDA LESAGE**, 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 -

FREDA LESAGE

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 hundred eighty one dollars and sixty cents (\$981.60).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand six hundred seventy four dollars and eighty eight cents (\$1674.88).

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of February, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **FREDA LESAGE**, 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-

FREDA LESAGE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 20, 2016

Place of the Hearing: Fort Providence, NT via telephone

Appearances at Hearing: Alphonsine Gargan, representing the applicant
Freda Lesage, respondent

Date of Decision: January 20, 2016

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises which were caused by her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and to pay future rent on time. Although not included on the application, the applicant stated at the hearing that they also sought an order terminating the tenancy agreement.

The applicant provided a statement of account in evidence as well as work orders and invoices setting out the repairs undertaken and costs. The statement indicated a balance of rent arrears of \$1674.88 and repair costs of \$981.60.

The respondent did not dispute the rent arrears and stated that her children had caused the damage to the windows and doors. She stated that the house had shifted and the door frame had come off, however the work orders appear to address damages to the doors rather than simply the frame. It does not appear that the respondent has been charged for repairs which relate solely to normal wear and tear or the shifting of the house.

I find the statement in order and find the repair costs of \$981.60 to be reasonable. I find the rent arrears to be \$1674.88. I shall not consider termination of the tenancy agreement as the application did not seek that remedy.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1674.88, repair costs of \$981.60 and to pay future rent on time.

Hal Logsdon
Rental Officer