

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ALLAN J. SABOURIN**, 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 -

ALLAN J. SABOURIN

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 eighty two dollars and eighty nine cents (\$82.89).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two hundred thirty four dollars and one cent (\$234.01).

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 **ALLAN J. SABOURIN**, 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-

ALLAN J. SABOURIN

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

Date of Decision: January 20, 2016

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 his absence.

The tenancy agreement between the parties was terminated on June 30, 2015. The respondent retained the security deposit (\$350.23) and interest (\$0.40) applying it to the repair of a door and trim (\$134.09), bathroom wall repairs (\$74.43), interior door replacement (\$195.17), replacement of screens (\$38.84), and rent arrears (\$300). The applicant stated that one payment of \$75 has been made since the tenancy agreement ended, bringing the balance owing to the landlord of \$316.90. The applicant sought relief in that amount.

The applicant provided a final statement of account in evidence which indicated a balance owing of \$316.90. Copies of work orders outlining the repair work undertaken and costs were also provided in evidence.

I find the statement in order and find the repair costs reasonable. Applying the security deposit first to the repair costs, I find rent arrears of \$82.89 and repair costs of \$234.01. An order shall

issue requiring the respondent to pay the applicant rent arrears of \$82.89 and repair costs of \$234.01.

Hal Logsdon
Rental Officer