

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **PETER MENACHO AND WANDA MENACHO**, Respondents;

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 -

PETER MENACHO AND WANDA MENACHO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand three hundred thirty dollars and ninety two cents (\$1330.92).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one thousand thirty two dollars and fifty five cents (\$1032.55).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **PETER MENACHO AND WANDA MENACHO**, Respondents.

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-

PETER MENACHO AND WANDA MENACHO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 25, 2016

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: February 25, 2016

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on September 21, 2015 when the respondents vacated the premises. The applicant retained the security deposit (\$350) and accrued interest (\$6.61) applying it to rent arrears (\$1330.92), repairs to window screens (\$84.61), and the repair of a broken window (\$1304.55) resulting in a balance owing to the landlord of \$2363.47.

The applicant provided a lease balance statement in evidence showing a balance owing of \$2363.47 after the application of the security deposit and interest. The applicant sought relief in that amount. The applicant also provided work orders in evidence indicating details of the repair work and costs and testified that the repairs were made necessary due to the negligence of the respondents.

I find the statement in order and find rent arrears of \$1330.92. I find the repair costs reasonable. Applying the security deposit and interest to the repair costs, I find repair costs due to the applicant of \$1032.55.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1330.92 and repair costs of \$1032.55.

Hal Logsdon
Rental Officer