

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CALVIN CANADIEN AND LOUISE LACORNE**, Respondents;

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

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 -

CALVIN CANADIEN AND LOUISE LACORNE

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 two hundred three dollars and forty three cents (\$1203.43).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of a call-out to unlock the door in the amount of fifty dollars (\$50.00).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CALVIN CANADIEN AND LOUISE LACORNE**, 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-

CALVIN CANADIEN AND LOUISE LACORNE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 25, 2012

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: January 25, 2012

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail but failed to appear at the hearing. The hearing was held in their absence. At the time of the hearing I had no confirmation that the notices had been received but I did speak with Ms. Lacorne's father who confirmed that the respondents continue to live in the community. I provided him with date, time and location of the hearing and he stated that he would try to advise the respondents. The respondents are former tenants and the determination of the alleged rent arrears and repairs is very straightforward. In my opinion, it is not unreasonable to deem the notices served pursuant to section 71(5) of the *Residential Tenancies Act*.

The tenancy agreement between the parties was terminated on June 27, 2011 when the respondents vacated the premises. The applicant retained the security deposit (\$350) and the accrued interest (\$25.37) applying it to rent arrears (\$1578.80), door repair (\$42.80) and charges for a lock-out (\$50) leaving a balance owing to the applicant of \$1296.23. The applicant sought an order in that amount. The premises are subsidized public housing.

The applicant provided work orders and the tenant ledger in evidence.

The work order for the door repair does not appear to be for tenant damages. The work order indicates that the door was sticking. The applicant had no direct knowledge of the problem or the repair. In my opinion, based on the information provided, this repair appears to be ordinary

maintenance rather than repairs made necessary due to the respondents' negligence. The relief of \$42.80 is denied.

I find the rent arrears to be \$1578.80 and the charges for the lock-out to be reasonable. Applying the security deposit to the rent arrears, I find rent owing to the applicant of \$1203.43 and lock-out charges owing of \$50, calculated as follows:

Rent arrears	\$1578.80
Security deposit	(350.00)
Interest	<u>(25.37)</u>
Subtotal	\$1203.43
Lock-out charges	<u>50.00</u>
Total	\$1253.43

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1203.43 and lock-out charges of \$50.

Hal Logsdon
Rental Officer