

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
SHERRY SMITH, Respondent;

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 SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

SHERRY SMITH

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 six thousand seventeen dollars and twenty three cents (\$6017.23).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
SHERRY SMITH, 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 SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

SHERRY SMITH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 8, 2012

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Kevin Mageean, representing the applicant

Date of Decision: March 8, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. Canada Post indicated that the notice was forwarded to the respondent's new address. At the time of the hearing there was no confirmation that the respondent had picked up the notice. The applicant stated that the filed application was also sent to the respondent by registered mail and forwarded to another address but was returned to them unclaimed. It would appear that the respondent's new address is accurate since she arranged to have her mail forwarded, however it appears that she is avoiding service. In my opinion, it is not unreasonable to deem the application and the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The applicant did not appear at the hearing and the hearing was held in her absence.

The premises are subsidized public housing. The tenancy agreement between the parties was terminated on October 3, 2011 when the respondent vacated the premises. The applicant retained the security deposit (\$325) and interest (\$65.60) applying it against repair costs (\$41.83) and rent arrears (\$6366) leaving a balance owing to the applicant of \$6017.23. The applicant stated that all of the assessed rent had been calculated based on the respondent's household income. The applicant sought an order requiring the respondent to pay \$6017.23.

The applicant provided a statement of the rent, a security deposit statement and an inspection report in evidence.

I find the repair costs reasonable. Applying the security deposit first to the repair costs, I find a balance of rent owing in the amount of \$6017.23.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6017.23.

Hal Logsdon
Rental Officer