

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
QUENTIN DESJARLAIS, 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 -

QUENTIN DESJARLAIS

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 one thousand nine dollars (\$1009.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of one thousand five hundred forty four dollars and ninety four cents (\$1544.94).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of
February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
QUENTIN DESJARLAIS, 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-

QUENTIN DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 6, 2013

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Kevin Mageean, representing the applicant

Date of Decision: February 6, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of service but the respondent was provided with a notice from Canada Post on January 21, 2013 advising him that the item was available at the post office. The respondent did not appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The tenancy agreement between the parties was terminated on April 17, 2012. The respondent retained the security deposit (\$500) and accrued interest (\$0.39) applying it against repair and cleaning costs (\$2045.33) and rent arrears (\$1009) resulting in a balance owing to the applicant of \$2553.94. The applicant sought an order requiring the respondent to pay the amount.

The applicant provided work orders and invoices and an inspection report detailing the repair work and cleaning required. The applicant also provided photographs of the premises in evidence. A statement showing the itemized deductions and a balance owing of \$2553.94 was provided in evidence. The applicant stated that all of the repairs were made necessary due to the tenant's negligence.

I find the repair costs reasonable and the statement in order. Applying the security deposit and accrued interest first to the repair and cleaning costs I find repair and cleaning costs of \$1544.94

and rent arrears of \$1009.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1009 and repair and cleaning costs of \$1544.94.

Hal Logsdon
Rental Officer