

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
VERNON LEPINE, 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 -

VERNON LEPINE

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 nineteen dollars and sixty one cents (\$1019.61).
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 seven hundred ninety nine dollars and seventy cents (\$1799.70).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of
February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
VERNON LEPINE, 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-

VERNON LEPINE

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 delivery but the respondent was provided with a notice by Canada Post on January 21, 2013 that an item was available at the post office. The respondent failed to 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 hearing was held in the absence of the respondent.

The tenancy agreement between the parties was terminated on October 11, 2012. The applicant retained the security deposit (\$400) and interest (\$0.39) applying it against repairs (\$1583.70), cleaning costs (\$216) and rent arrears (\$1420) leaving a balance owing to the applicant of \$2819.31. The applicant sought an order requiring the respondent to pay that amount. The premises are subsidized public housing.

The applicant provided an itemised statement in evidence indicating a balance owing of \$2819.31. The applicant also provided work orders and photographs pertaining to the repairs. The applicant stated that the repairs were made necessary due to the negligence of the respondent or persons he permitted in the premises.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises. Applying the security deposit against the rent

arrears, I find a balance of rent owing to the applicant of \$1019.61. I find the repair and cleaning costs totalling \$1799.70 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1019.61 and repair and cleaning costs of \$1799.70.

Hal Logsdon
Rental Officer