

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
VALERIE MERCREDI, 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 -

VALERIE MERCREDI

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 two thousand two hundred twenty one dollars (\$2221.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine hundred ninety two dollars and forty nine cents (\$992.49).

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
VALERIE MERCREDI, 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-

VALERIE MERCREDI

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 last known address which was returned to the rental office. The application was sent to the same address by the applicant and was forwarded. Canada Post reported that the application was refused by the respondent and returned to the applicant. In my opinion, the respondent is avoiding service and 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 September 11, 2012. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs. The premises are subsidized public housing.

The applicant provided an itemised statement in evidence which indicated a balance of rent owing in the amount of \$2221, repair costs of \$992.49 and an outstanding security deposit of \$1000. 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 she permitted in the premises.

I find the statement in order and find the respondent in breach of her obligation to pay rent and

her obligation to repair damages to the premises. I find a balance of rent owing to the applicant of \$2221 and find the repair costs of \$992.49 to be reasonable. As the tenancy agreement is over, the issue of the security deposit is moot.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2221 and repair costs of \$992.49.

Hal Logsdon
Rental Officer