

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **IAN KIKOAK AND MARY FIRTH**, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

IAN KIKOAK AND MARY FIRTH

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 two thousand five hundred forty six dollars and fifteen cents (\$2546.15).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **IAN KIKOAK AND MARY FIRTH**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

IAN KIKOAK AND MARY FIRTH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 19, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant

Date of Decision: March 19, 2013

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery but the respondents were provided with notices by Canada Post advising them of the item on February 28, 2013. The respondents failed to appear at the hearing and the hearing was held in their absence. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

The tenancy agreement between the parties was terminated on February 8, 2013. The applicant retained the security deposit (\$1300) and accrued interest (\$2.98) applying it against rent arrears and late payment penalties (\$3149.13), wall repairs (\$450) and cleaning costs (\$250) resulting in an amount owing the applicant of \$2546.15. The applicant sought an order requiring the respondents to pay this amount. The applicant provided a statement of account in evidence which indicated a balance owing of \$2546.15.

The applicant provided an inspection report indicating the damages and the condition of the premises at the end of the tenancy. I find the statement in order and find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find the repair and cleaning costs to be reasonable.

Applying the security deposit and interest first to the repair and cleaning costs, I find rent arrears

owing to the applicant of \$2546.15. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2546.15.

Hal Logsdon
Rental Officer