

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **DANIELLA BLAKE**, 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 MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**DANIELLA BLAKE**

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 three hundred twenty two dollars (\$322.00).
2. Pursuant to sections 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of one thousand two hundred twenty seven dollars and seven cents (\$1227.07).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of August,  
2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **DANIELLA BLAKE**, 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 MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**DANIELLA BLAKE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 8, 2013

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** August 8, 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 contacted by telephone on August 7, 2013 and advised of the date, time and location of the hearing. The respondent failed to appear at the hearing and the hearing was held in her absence. In my opinion it is not unreasonable to hear the matter in the absence of the respondent.

The tenancy agreement between the parties was terminated on June 18, 2013 when the respondent vacated the premises. The applicant retained the security deposit (\$1000) and accrued interest (\$0.71) applying it to cleaning and repair costs (\$2227.78) and rent arrears (\$322) leaving a balance owing of \$1549.07. The applicant sought an order requiring the respondent to pay that amount. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger, work orders, invoices and the security deposit statement in evidence. She stated that the repairs that were undertaken were made necessary due to the negligence of the tenant or persons she permitted in the premises.

I find the statement in order and find the repair and cleaning costs reasonable. Applying the security deposit and accrued interest first to repair costs, I find rent arrears of \$322 and repair and cleaning costs of \$1227.07.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$322 and repair and cleaning costs of \$1227.07.

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Hal Logsdon  
Rental Officer