

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
TRENT STOKES AND RAYMOND LAHTINEN, 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 **FORT SMITH, NT.**

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

TRENT STOKES AND RAYMOND LAHTINEN

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 five thousand three hundred seventy dollars (\$5370.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of eight hundred eleven dollars and fourteen cents (\$811.14).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and
TRENT STOKES AND RAYMOND LAHTINEN, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

TRENT STOKES AND RAYMOND LAHTINEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 9, 2013**

Place of the Hearing: **Fort Smith, NT**

Appearances at Hearing: **Kevin Mageean, representing the applicant**
 Kim Olsen, representing the applicant

Date of Decision: **October 9, 2013**

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing, there was no confirmation that they had picked up the notices but Canada Post confirmed that a notice advising them that an item was available for pick up had been left in their postal box on September 19, 2013. The notice was returned to the rental office unclaimed on October 28, 2013. In my opinion, it is not unreasonable to deem the notice served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the matter was heard in the absence of the respondents.

The tenancy agreement between the parties was terminated on or about March 20, 2013 when the respondents vacated the premises. The applicant retained the security deposit (\$375) and interest (\$0.43) applying it against rent arrears (\$5370), replacement of fire extinguishers (\$47.02), lock changes (\$26.83), replacement of damaged bedroom doors (\$266.79), yard clean-up (\$18), door and screen door repairs (\$454.59), window screen replacement (\$82.56), repair of stair risers and tiles (\$101.78) and removal of a vehicle (\$189), leaving a balance owing to the applicant of \$6181.14. The applicant sought relief in that amount. The premises are subsidized public housing.

The applicant provided copies of the tenancy agreement, the tenant ledger, work orders, photographs and inspection reports in evidence. The applicant stated that all of the repairs were made necessary due to the respondents' negligence.

I find the tenant ledger in order and find the repair costs reasonable. I find the rent arrears to be \$5370. Applying the security deposit and interest to the repair costs, I find repair cost due to the applicant to be \$811.14.

Repair costs	1186.57
less security deposit	(375.00)
less interest	<u>(0.43)</u>
Amount due applicant	\$811.14

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5370 and repair costs of \$811.14.

Hal Logsdon
Rental Officer