

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHELLE COOKE, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

MICHELLE COOKE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two thousand six hundred forty three dollars and ninety six cents (\$2643.96).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of
February, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHELLE COOKE, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHELLE COOKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 14, 2015

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant
Bright Lubansa, representing the applicant

Date of Decision: February 12, 2015

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 receipt but Canada Post reported that a notice was left in the respondent's postal box on December 23, 2014 advising her where the item could be picked up. The Notice of Attendance was subsequently returned to the rental office unclaimed on February 10, 2015. 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 matter was heard in the absence of the respondent.

The applicant stated that the respondent gave up possession of the premises on May 20, 2014. A previous order (file 20-14028, filed on May 6, 2014) required the respondent to pay rent arrears and the cost of cleaning the hallway carpet. The applicant now seeks repair costs related to the apartment.

Inspection reports, a repair quotation and a statement of account were provided in evidence. The applicant testified that they sought costs for the following repairs:

Replacement of carpeting - \$522.67

The applicant stated that the actual cost as shown on the quotation was \$1045.33 but taking into account depreciation, they sought only \$522.67.

Replacement of linoleum - \$728

The cost sought was the same as the quotation.

Patch and paint - \$1168.64

The cost sought was the same as the quotation.

Labour - \$800

The quoted labour costs for the above repairs was \$1600

The applicant stated that the total amount sought was \$2145.93. In fact, the sum of the above noted repair costs is \$3219.31. The applicant also holds a security deposit of \$575. I find the interest on the deposit to be \$0.35.

My review of the inspection reports and the photographs of the premises provided at the last hearing suggests that the repairs were made necessary due to the negligence of the respondent and in my opinion, the repair costs are reasonable. Deducting the security deposit and interest from the repair costs I find an amount owing to the applicant of \$2643.96. An order shall issue requiring the respondent to pay the applicant that amount.

Hal Logsdon
Rental Officer