

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **KYLA GREENE**, 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 **NORMAN WELLS, NT**.

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

KYLA GREENE

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 thousand two hundred two dollars and ninety five cents (\$3202.95).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of March,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **KYLA GREENE**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

KYLA GREENE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 10, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Amanda Galeti, representing the applicant
Janelle Butler, representing the applicant

Date of Decision: March 10, 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 delivery although Canada Post advised that a notice has been left at the respondent's address on February 16, 2015 indicating where the item could be picked up. The Notice of Attendance was subsequently returned to the rental office unclaimed. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the application served in accordance with section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The respondent's family name is spelled differently on the application than is shown on the tenancy agreement between the parties. The applicant confirmed that the respondent's family name was spelled "Greene" rather than "Green". The order reflects the proper spelling of the respondent's family name.

The tenancy agreement between the parties was terminated on August 14, 2014 when the respondent vacated the premises. The applicant retained the security deposit (\$1625) and accrued interest (\$1.05) applying it against cleaning charges (\$250) and rent arrears (\$4579) leaving a balance owing to the applicant of \$3202.95. The applicant sought relief in that amount.

The applicant provided inspection reports, a final statement of account, an invoice for the cleaning and the tenancy agreement in evidence. I find the statement in order and find rent arrears

of \$4579. The inspection reports support the requirement for cleaning and I find the cleaning charges of \$250 to be reasonable. Applying the retained security deposit and accrued interest first to the cleaning charges then to the arrears, I find rent arrears owing to the applicant of \$3202.95.

Security deposit	(\$1625.00)
Interest	(1.05)
Cleaning charges	250.00
Rent arrears	<u>4579.00</u>
Balance owing	\$3202.95

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3202.95.

Hal Logsdon
Rental Officer