

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
OLIVER EMBLETON, 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 **HAY RIVER, NT.**

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

OLIVER EMBLETON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-14409, filed on January 6, 2015) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of two hundred twenty dollars and seventy seven cents (\$220.77).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent is ordered to pay the applicant repair costs in the amount of one thousand nine hundred sixty one dollars and seventy seven cents (\$1961.77).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of April,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
OLIVER EMBLETON, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

OLIVER EMBLETON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 2, 2015

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Adam Swanson, representing the applicant

Date of Decision: April 2, 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 confirmed that a notice had been left at the respondent's address on March 9, 2015 advising of the location where the item could be picked up. The Notice of Attendance was subsequently returned to the rental office unclaimed. 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 respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on March 26, 2015 when the respondent vacated the premises. The applicant retained the security deposit (\$500) and accrued interest (\$0.69) applying it to rent arrears (\$721.46) and repair costs (\$1961.77) resulting in a balance owing of \$2182.54. The applicant sought relief in that amount but stated that there were additional damages to the premises that had not yet been assessed or repaired. The applicant stated that they intended to seek additional relief through a future application.

The applicant provided detail on the repair costs in the form of invoices and work orders which included the following:

Repairs to a damaged entry door	\$53.00
Call-out to unlock door	53.00
Drywall repairs	923.93
Replacement of interior doors	<u>931.84</u>
Total repair costs	\$1961.77

A statement of account and a security deposit statement were also provided in evidence.

A previous order (file #10-12970, filed on August 22, 2012) ordered the payment of rent arrears and terminated the tenancy agreement unless the arrears were paid. That order has been satisfied. Another previous order (file #10-14409, filed on January 6, 2015) ordered the payment of rent arrears in monthly installments of \$50 and ordered the respondent to pay the monthly rent on time. Since that order was issued, the full amount of the ordered monthly payments has not been paid and the March rent was not paid. Therefore the respondent is in breach of that order.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$721.46.

Applying the security deposit first to the rent arrears I find rent arrears of \$220.77 calculated as follows:

Rent arrears as per previous order	\$ 821.46
Payments made since order	(180.00)
March/15 rent	<u>80.00</u>
Total rent arrears	\$721.46
Less security deposit	(500.00)
Less interest	<u>(0.69)</u>
Rent arrears due applicant	\$220.77

I find the repairs were made necessary due to the negligence of the respondent and find the repair costs of \$1961.77 to be reasonable.

An order shall issue rescinding the previous order and ordering the respondent to pay the

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applicant rent arrears of \$220.77 and repair costs of \$1961.77.

Hal Logsdon
Rental Officer