

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
JAYPHIN ELANIK AND SELINA DONOVAN, 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 **INUVIK, NT.**

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

JAYPHIN ELANIK AND SELINA DONOVAN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of seven hundred ninety four dollars and fifty four cents (\$794.54).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
JAYPHIN ELANIK AND SELINA DONOVAN, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

JAYPHIN ELANIK AND SELINA DONOVAN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2015
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Kim Burns, representing the applicant
<u>Date of Decision:</u>	July 16, 2015

REASONS FOR DECISION

The respondents were sent a Notice of Attendance by registered mail sent to a forwarding address provided by the applicant. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that a notice was left at the address on June 30, 2015 indicating where the item could be picked up. The respondents failed to appear at the hearing. In my opinion, there are sufficient grounds to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondents.

The tenancy agreement between the parties was terminated on February 2, 2015 when the respondents vacated the premises. A check-out inspection and a statement of the security deposit and deductions were completed and provided in evidence along with photographs of the rental premises.

The applicant retained the security deposit (\$1625) and accrued interest (\$2.14) applying it against rent arrears (\$1380), a lock change (\$94.58), wall repairs and cleaning (\$947.10) leaving a balance owing of \$794.54.

I find the statement in order and find that the repairs were made necessary due to the negligence of the respondents. I find the repair and cleaning costs to be reasonable.

Applying the retained security deposit first to the rent arrears, I find repair and cleaning costs due

to the applicant of \$794.54. An order shall issue requiring the respondents to pay the applicant repair and cleaning costs of \$794.54.

Hal Logsdon
Rental Officer