

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
WANDA ESAU, 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 **INUVIK, NT.**

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

WANDA ESAU

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 nine hundred twenty nine dollars and thirteen cents (\$929.13).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
WANDA ESAU, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

WANDA ESAU

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2015
<u>Place of the Hearing:</u>	Inuvik, 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 respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that a notice was left at the respondent's address on June 29, 2015 indicating where the item could be picked up. The respondent failed to appear at the hearing. In my opinion it is reasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing proceeded in the absence of the respondent.

The tenancy agreement between the parties was terminated on November 5, 2014. The application was filed on June 1, 2015. The applicant sought leave to extend the time limitation for the filing of applications, stating that the application was returned due to a damaged envelope which caused the application to be late. Leave was granted to extend the time limitation and the matter was heard.

The applicant retained the security deposit (\$930) and accrued interest (\$127.45) applying it to rent arrears (\$1625) and repair costs (\$361.58) leaving a balance owing of \$929.13. The applicant sought relief in this amount.

The applicant provided an inspection report and a statement of the security deposit and deductions in evidence along with details of repairs, a lease balance statement and photographs of the rental premises.

The applicant stated that the full unsubsidized rent had been applied in October, 2014 because the respondent had failed to provide any income information to permit the calculation of a subsidized rent. The premises are subsidized public housing.

I find the statements in order and find the application of the full unsubsidized rent to be reasonable. I find the repair costs to be reasonable. Applying the security deposit and accrued interest first to the repair costs, I find rent arrears of \$929.13 calculated as follows:

Security deposit	(\$930.00)
Interest	(127.45)
Rent arrears	1625.00
Repair costs	<u>361.58</u>
Total	\$929.13

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$929.13.

Hal Logsdon
Rental Officer