

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and **GEORGINA FRANCEY**, 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 -

GEORGINA FRANCEY

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 and cleaning costs in the amount of three thousand eight hundred twenty dollars and sixteen cents (\$3820.16)

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
GEORGINA FRANCEY, 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-

GEORGINA FRANCEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 16, 2015

Place of the Hearing: Yellowknife via teleconference

Appearances at Hearing: Kim Burns, representing the applicant

Date of Decision: 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 July 2, 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 December 16, 2014 when the respondent vacated the premises. The applicant retained the security deposit (\$2153) and accrued interest (\$3.66) applying it to repair and cleaning costs (\$6015.82). The respondent had a credit balance for rent (\$39) bringing the balance owing to \$3820.16. The applicant sought relief in that amount.

The applicant provided inspection reports, a detailed list of repairs and photographs in evidence.

I find the damages to be the result of the respondent's negligence and find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant repair and cleaning costs net of the retained security deposit and interest in the amount of \$3820.16.

Hal Logsdon
Rental Officer