

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

**GEORGINA FRANCEY AND DAVID FRANCEY**

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 costs in the amount of three thousand one hundred eighty two dollars and three cents (\$3182.03).

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

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Hal Logsdon  
Rental Officer

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

**GEORGINA FRANCEY AND DAVID FRANCEY**

Respondents/Tenants

**REASONS FOR DECISION**

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

### **REASONS FOR DECISION**

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but Canada Post confirmed that notices were left at the respondents' address on June 30, 2015 indicating where the items could be picked up. The respondents failed to appear at the hearing. In my opinion it is reasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing proceeded in the absence of the respondents.

The tenancy agreement between the parties was terminated on October 31, 2014 when Mr. Francey vacated the premises. A new tenancy agreement with Ms. Francey as sole tenant commenced on November 1, 2014. The applicant sought leave to extend the time limitation imposed by section 68(1) because they had some difficulty locating the respondents who subsequently moved to the Yukon. Leave was granted to extend the time limitation and the hearing proceeded.

The applicant stated that they conducted an inspection of the premises when Mr. Francey vacated and charged the respondents \$3182.03 for repairs. A list of the repairs, a check-in inspection report and invoice were provided in evidence along with photographs. The applicant did not retain the security deposit but instead applied it to the new tenancy agreement with Ms. Francey, presumably with the respondents' consent.

I find the repairs were made necessary due to the negligence of the respondents and find the repair costs of \$3182.03 to be reasonable. An order requiring the respondents to pay the applicant repair costs of \$3182.03 shall be issued.

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Hal Logsdon  
Rental Officer