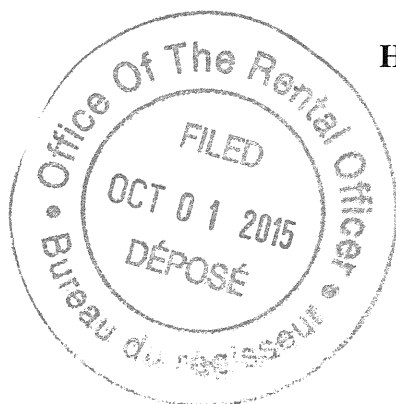


IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
OLIVER EMBLETON, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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

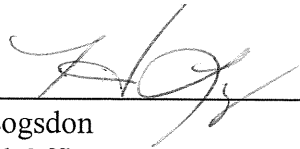
Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of two thousand one hundred forty eight dollars and sixty one cents (\$2148.61).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of October,
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:

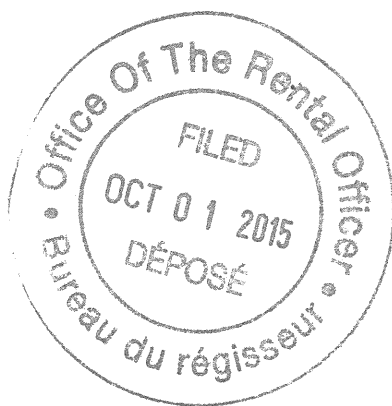
HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

OLIVER EMBLETON

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: August 26, 2015

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Adam Swanson, representing the applicant

Date of Decision: August 26, 2015

REASONS FOR DECISION

The respondent was sent Notices of Attendance by registered mail to two addresses provided by the applicant. At the time of the hearing, there was no confirmation of delivery but Canada Post confirmed that notices were left at each address indicating where the item could be picked up.

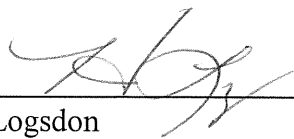
The respondent failed to appear at the hearing. In my opinion it is not unreasonable to deem the Notices of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

The hearing was held in the absence of the respondent.

The tenancy agreement between the parties was terminated on March 26, 2015 when the respondent vacated the premises. The applicant inspected the premises and sent the respondent an itemised list of repairs undertaken and work orders on June 2, 2015. The total costs of repair were \$2148.61. The application was filed on June 8, 2015. The itemised list of repairs and work orders were provided in evidence by the applicant.

The applicant stated that all of the repairs were made necessary due to the negligence of the respondent. The security deposit was previously applied to rent arrears and other repair costs.

I find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$2148.61.



Hal Logsdon
Rental Officer