

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ARNOLD JUNIOR RUBEN, 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 **PAULATUK, NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

ARNOLD JUNIOR RUBEN

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 one thousand four hundred ninety one dollars (\$1491.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act* the respondent shall pay the applicant repair costs in the amount of seven hundred eighty dollars and ninety six cents (\$780.96).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and
ARNOLD JUNIOR RUBEN, 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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

ARNOLD JUNIOR RUBEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Lorna Neal, representing the applicant

Date of Decision: September 16, 2015

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail on August 26, 2015.

Although there was no confirmation of delivery by Canada Post, it is not unreasonable, in my opinion to assume that the notice was available to the respondent and deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing proceeded in his absence.

The tenancy agreement between the parties was terminated on February 19, 2015. The applicant retained the security deposit (\$500) and accrued interest (\$0.34) applying it to wall and door repairs (\$1281.30) and rent arrears (\$1491) resulting in a balance owing to the landlord of \$2271.96. The applicant sought relief in that amount.

The applicant provided an inspection report, a work order and a lease balance statement in evidence.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises. I find the repairs to be the result of the respondent's negligence and find the repair costs reasonable. I find the lease balance statement in order and find rent arrears of \$1491.

Applying the retained security deposit and accrued interest first to the repair costs, an order shall issue requiring the respondent to pay the applicant repair costs of \$780.91 and rent arrears of

\$1491.

Security deposit	(\$500.00)
Interest	(.34)
Wall and door repairs	<u>1281.30</u>
Repair costs owing applicant	\$780.91
 Rent arrears	 <u>1491.00</u>
Total order	<u>\$2271.96</u>

Hal Logsdon
Rental Officer