

IN THE MATTER between **DC**, Applicant, and **CR**, 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:

**DC**

Applicant/Landlord

-and-

**CR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 28, 2018

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** DC, applicant

KC, witness for the applicant

**Date of Decision:** February 28, 2018

**REASONS FOR DECISION**

The respondent was personally served with a filed application and Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The written tenancy agreement between the parties set out a monthly rent of \$1450 and required a security deposit of \$1450. The applicant testified that 50% of the required deposit was paid on December 1, 2016 and the balance was outstanding. The applicant provided a statement of rent payments in evidence which indicated that the monthly rent had not been paid in September, November or December, 2017.

The tenancy agreement was terminated on December 31, 2017 when the respondent vacated the premises. The applicant retained the security deposit of \$725 applying it against rent arrears of \$4350. No statement of the security deposit was completed. The applicant did not seek any repair costs.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$4350. I find the interest on the security deposit to be \$0.39.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3624.61 calculated as follows:

Rent arrears	\$4350.00
less S/D	(725.00)
less S/D interest	<u>(0.39)</u>
Amount owing landlord	\$3624.61

---

Hal Logsdon  
Rental Officer