

IN THE MATTER between **X.Y.**, Applicant, and **D.S.**, 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:

X.Y.

Applicant/Landlord

-and-

D.S.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: B.L., representing the applicant
C.L., representing the applicant

Date of Decision: May 16, 2018

REASONS FOR DECISION

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

The tenancy agreement between the parties was terminated on March 2, 2018 when the respondent vacated the premises. The applicant retained the security deposit (\$707.50) and accrued interest (\$1.29) applying it to rent arrears and penalties for late rent (\$9446) and repairs and cleaning (\$1002) resulting in a balance owing the applicant of \$9739.21. The applicant sought relief in that amount. The applicant provided a copy of the resident ledger showing a balance owing of \$9739.21.

The applicant provided inspection reports conducted at the commencement of the tenancy and at the end of the tenancy. The check-out report was not signed by the tenant.

The applicant alleged that the following repairs and cleaning were required:

Window repairs - \$225

The inspection reports indicate that the window locks in the living room and master bedroom were broken and the screen in the master bedroom was bent during the tenancy.

Blind - \$10

The inspection reports indicate that a blind slat was broken in the living room during the tenancy.

Labour - \$120

The applicant sought 3 hours of labour @\$40/hour for the repairs noted above.

Cleaning - \$480

The check-out inspection report stated that the entire unit required cleaning including the kitchen appliances. The applicant sought 12 hours of cleaning @\$40/hour.

Administration Fee and GST - \$167

The applicant sought a 15% administrative fee for the repair and cleaning costs and GST.

I find the repairs necessary due to the respondent's negligence and the repair costs reasonable. I find that the cleaning was necessary and the cleaning costs reasonable. Applying the retained security deposit first to the repair and cleaning costs, I find the repair and cleaning costs due to the landlord to be \$293.21.

I find the penalties for late rent to be applied in accordance with the Act. I find the rent arrears and penalties for late rent to be \$9446.

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|---------------------|----------------|
| Security deposit | (707.50) |
| Interest | (1.29) |
| Repairs/cleaning | <u>1002.00</u> |
| Subtotal | \$293.21 |
| Plus rent arrears | <u>9446.00</u> |
| Total due applicant | \$9739.21 |

An order shall issue requiring the respondent to pay the applicant rent arrears of \$9446 and repair and cleaning costs of \$293.21.

Hal Logsdon
Rental Officer