

IN THE MATTER between **F.S.**, Applicant, and **E.B.**, 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:

**F.S.**

Applicant/Landlord

-and-

**E.B.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 26, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>C.S., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 5, 2018</b>

**REASONS FOR DECISION**

This matter was originally scheduled for hearing on June 14, 2018 but was adjourned sine. The applicant amended the application and the matter was rescheduled for September 26, 2018. The respondent was served with a Notice of Attendance by registered mail. The respondent was notified by Canada Post but failed to pick it up. I am satisfied that the postal address is valid as the amendments to the application were sent to the same address and confirmed delivered. The respondent failed to appear at the hearing and the matter was heard in their absence.

The applicant stated that the respondent vacated the rental premises on February 9, 2018. The applicant is seeking an order requiring the respondent to pay rent arrears and repair costs related to tenant damages net of the retained security deposit and accrued interest. The applicant provided a copy of the final lease balance statement which indicated a balance owing of \$2550.19

Security Deposit and Interest	(1002.46)
Rent Arrears	366.00
Cleaning/removal of garbage	707.00
Replacement of floor tiles	252.68
Wall repair	1410.00
Door replacement/repair	<u>816.97</u>
Amount owing applicant	\$2550.19

Inspection reports, work orders and photographs were provided in evidence in support of the allegations. The inspection report conducted at the commencement of the tenancy indicated that the premises were in a very good condition. The check out inspection report and photographs document the damages and the work orders detail the repair costs. I am satisfied that the repairs to the premises were made necessary due to the respondent's negligence and find the repair costs to be reasonable.

Applying the retained security deposit and interest first to rent arrears, I find the remaining repair costs to be \$2550.19 as per the applicant's final lease balance statement.

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$2550.19.

---

Hal Logsdon  
Rental Officer