

IN THE MATTER between **X.Y.**, Applicant, and **S.F.**, 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-

S.F.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: J.S., representing the applicant
S.F., respondent

Date of Decision: September 26, 2018

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on May 28, 2018 when the respondent vacated the rental premises. The applicant retained the security deposit (\$1200) and accrued interest (\$3.36), applying it to rent arrears (\$4504) and the costs of repair of damages alleged to be the result of the tenant's negligence (\$5166.32) resulting in an amount owing to the applicant of \$8466.96. The applicant sought an order in that amount.

The applicant provided a final statement indicating a balance owing of \$8466.96, check-in and check-out inspection reports, a lease balance statement and an itemised list of repairs to the premises.

The respondent did not dispute the allegations.

I find the statement in order. I find the repairs to be the result of the tenant's negligence and the repair costs to be reasonable. Applying the security deposit and interest first to the rent arrears, I find a balance of rent owing of \$3300.64 and a balance of repair costs owing of \$5166.32.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3300.64 and repair costs in the amount of \$5166.32 calculated as follows:

Security deposit	(\$1200.00)
Interest	(3.36)
Rent arrears	<u>4504.00</u>
Subtotal	\$3300.64
Repair cost	<u>5166.32</u>
Total owing applicant	\$8466.96

Hal Logsdon
Rental Officer