

IN THE MATTER between **N.T.**, Applicant, and **L.L.**, 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:

N.T.

Applicant/Landlord

-and-

L.L.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 20, 2018

Place of the Hearing: Yellowknife, NT

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

Date of Decision: November 20, 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 her absence.

The tenancy agreement between the parties was terminated on September 4, 2018 when the respondent vacated the premises. The applicant retained the security deposit (\$1375) and accrued interest (\$33.09) applying it to rent arrears (\$91) and repairs of damages (\$5830.44) resulting in a balance owing to the applicant of \$4513.35.

The applicant provided a statement of the rent account, statement of the security deposit and deductions, inspection reports, an itemised list of repairs and repair costs and photographs in evidence.

I find the rent statement in order. I note that the check-in inspection report notes that the doorbell was inoperative and that the applicant has charged the respondent \$20 to install a doorbell. This repair is clearly not required due to tenant damage. I find the remainder of the repair charges reasonable and the repairs undertaken necessary due to the respondent's negligence.

Applying the security deposit and accrued interest first to rent arrears, I find a balance of repair costs due to the applicant of \$4493.35. An order shall issue requiring the respondent to pay the applicant repair costs of \$4493.35.

Hal Logsdon
Rental Officer