

IN THE MATTER between **NTHC**, Applicant, and **LB**, 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:

NTHC

Applicant/Landlord

-and-

LB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 4, 2019

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: December 15, 2019

REASONS FOR DECISION

The application was filed on May 24, 2019. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs.

The matter was scheduled for hearing on July 17, 2019, and adjourned *sine die* pending an addendum from the Applicant regarding details of alleged damages and repairs.

The matter was rescheduled to October 29, 2019. Neither party appeared and the hearing was rescheduled again for December 4, 2019.

The Respondent was served with a notice of attendance by registered mail which was confirmed delivered, but the Respondent failed to appear at the hearing. The hearing proceeded in their absence.

The premises are subsidized public housing. The parties entered into a monthly written tenancy agreement commencing on March 1, 2018. The Respondent was the sole tenant. The Respondent was a joint tenant in a previous tenancy agreement for the same premises from May 4, 2017, to February 28, 2018. The Respondent vacated the premises on March 19, 2019, ending the tenancy agreement. I am satisfied that a valid tenancy agreement existed between the parties from May 4, 2017, to March 19, 2019.

A security deposit of \$753 was collected during the joint tenancy, transferred to the Respondent's sole tenancy, and continues to be held by the Applicant. The Applicant provided a ledger of the security deposit account in evidence which indicated a balance of principal and interest of \$754.77 as at March 19, 2019. There is no evidence that a statement of the security deposit and deductions was produced or provided to the Respondent in accordance with subsections 18(7) and 18(8) of the *Residential Tenancies Act* (the Act), which state:

18. (7) *A landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises,*
- (a) give written notice to the tenant of that intention; and*
- (b) subject to subsection (9), return the balance of the deposit or deposits to the tenant.*

18. (8) A notice must include

- (a) an itemized statement of account for the deposit or deposits;*
- (b) a final itemized statement of account for any arrears of rent that the landlord is claiming; and*
- (c) subject to subsection (9), a final itemized statement of account for any repairs that the landlord is claiming.*

Rent arrears

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of rent owing as at March 19, 2019, of \$226.42. I find the statement in order and find a balance of rent owing in the amount of \$226.42.

Damages

Inspection reports outlining the condition of the premises at the commencement of the joint tenancy agreement and at the end of the sole tenancy were provided in evidence. The Applicant alleged that three repairs were made necessary due to the negligence of the Respondent.

An exterior door was temporarily repaired in May 2018 at a cost of \$37.21. A work order and invoice were provided in evidence. The check-in inspection report indicates that there was no damage to the door at the commencement of the tenancy. I find the repairs were necessary due to the negligence of the Respondent and find the repair costs reasonable.

Numerous interior doors were repaired after the tenancy agreement was terminated at a cost of \$681.37. A work order and invoice were provided in evidence. The check-in inspection indicates that all doors were in good condition at the commencement of the tenancy and that four doors were damaged at the end of the tenancy. I find the repairs were necessary due to the negligence of the Respondent and find the repair costs reasonable.

Part of the skirting around the premises was damaged by a vehicle. The damages were repaired, requiring costs of labour and materials totalling \$468.86. The Applicant indicated that the damage was not reported to police, indicating that they were caused by the tenant. There was no evidence to the contrary. Given the evidence, it is reasonable, in my opinion to consider the repairs to be the responsibility of the tenant. I find the repair costs reasonable.

Taking into account the retained security deposit and applying the deposit first to the rent arrears, I find a balance of repair costs due to the Applicant in the amount of \$659.09 calculated as follows:

Rent arrears	\$226.42
Temporary door repair	37.21
Skirting repair	468.85
Door repairs	681.38
Security deposit/Interest	<u>(754.77)</u>
Amount due Applicant	\$659.09

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$659.09

Hal Logsdon
Rental Officer