

IN THE MATTER between **JW**, Applicant, and **PO and PI**, 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:

JW

Applicant/Landlord

-and-

PO and PI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 19, 2019

Place of the Hearing: Yellowknife, Northwest Territories, via teleconference

Appearances at Hearing: JW, Applicant

Date of Decision: December 19, 2019

REASONS FOR DECISION

The Respondents were personally served with a filed application and notice of attendance on November 13, 2019, but failed to appear at the hearing. The hearing was held in their absence.

The tenancy agreement between the parties was made in writing for a term ending on February 28, 2020. The Applicant testified that the Respondents had vacated the premises and returned the keys on December 15, 2019, ending the tenancy. The monthly rent for the premises was \$2,300 and the Respondent paid a security deposit of \$1,200.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises. The Applicant sought an order requiring the Respondents to pay the alleged rent arrears and repair costs.

The Applicant provided a statement in evidence which indicated rent arrears in the amount of \$8,195.50. I find the statement in order and find rent arrears of \$8,195.50.

The Applicant provided photographs of the alleged damages which consist of a damaged door and two holes in the wall. The Applicant provided receipts and a statement detailing the costs of the repairs.

Door repair	\$204.13
Dump fee	10.00
Wall repairs, labour	220.00
Wall painting	<u>394.00</u>
Total	\$828.13

The Applicant testified that an inspection report had been completed at the commencement of the tenancy and there were no damages to walls or doors. I find the repairs were made necessary due to the negligence of the Respondents and find the repair costs reasonable.

The Applicant has not yet completed a statement of the security deposit or calculated interest on the deposit. I find the interest to be \$0.47.

Taking into consideration the security deposit and accrued interest, and applying the deposit and interest first to the repair costs, I find rent arrears due to the Applicant in the amount of \$7,823.16 calculated as follows:

Security deposit	(\$1,200.00)
Interest on deposit	(0.47)
Repair costs	828.13
Rent arrears	<u>8,195.50</u>
Amount due Applicant	\$7,823.16

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$7,823.16.

Hal Logsdon
Rental Officer