

IN THE MATTER between **NTHC**, Applicant, and **FL and KC**, Respondents.

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-

FL and KC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 25, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: August 26, 2020

REASONS FOR DECISION

The Respondents were served with the filed application and notices of attendance by registered mail, confirmed delivered. The Respondents failed to appear at the hearing and the hearing was held in their absence.

The written monthly tenancy agreement between the parties commenced on December 1, 2015, and names both Respondents as joint Tenants. The premises are subsidized public housing.

A security deposit of \$1,200 was paid in full. An inspection report was conducted at the commencement of the tenancy and was signed by all parties to the agreement. The Applicant testified that the tenancy agreement was terminated on May 31, 2020, and a new tenancy agreement executed with FL, who remained in the premises.

An inspection report was conducted at the end of the tenancy. The Applicant testified that both Tenants were given the opportunity to attend the inspection and both declined. A statement of the security deposit was completed by the Applicant and provided to the Respondents along with a detailed description of the repairs completed and corresponding work orders. A lease balance statement, provided in evidence indicates that the May 2020 rent of \$400 was outstanding at the termination of the tenancy.

Applying the retained security deposit and accrued interest first to rent arrears, the security deposit statement indicates a balance owing the Applicant of \$1,063.97.

Security deposit	(1,200.00)
Interest on deposit	(2.34)
Rent arrears	400.00
Repair costs	1,866.31
Due to Applicant	<u>\$1,063.97</u>

The Applicant sought an order requiring the Respondents to pay repair costs of \$1,063.97.

In my opinion, after reviewing the work orders and inspection reports, all the repairs were made necessary due to the negligence of the Respondents and the repair costs are reasonable. An order shall issue requiring the Respondents to pay the Applicant repair costs in the amount of \$1,063.97.

Hal Logsdon
Rental Officer