

IN THE MATTER between **NTHC**, Applicant, and **RA**, 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-

RA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 17, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MH, representing the Applicant
<u>Date of Decision:</u>	November 18, 2020

REASONS FOR DECISION

The Respondent was personally served with the filed application and notice of attendance on November 10, 2020, but failed to appear at the hearing. The hearing was held in their absence.

The written monthly tenancy agreement between the parties commenced on December 1, 2018. The premises are subsidized public housing and the Applicant held a security deposit of \$600. An inspection was conducted at the commencement of the tenancy agreement and a report completed and signed by both parties.

The tenancy agreement was terminated on June 30, 2020, when the Respondent vacated the premises. The Applicant conducted an inspection and completed an inspection report. The Applicant stated that the Respondent declined to participate in the inspection.

The Applicant alleged that the Respondent had failed to pay the full amount of rent and had failed to repair damages to the rental premises caused by their negligence or persons they permitted on the premises. The Applicant retained the security deposit and interest, and sought an order requiring the Respondent to pay the rent arrears and repair costs, net of the security deposit and interest, in the amount of \$555.38 calculated as follows:

Rent arrears	\$420.00
Repair costs	435.53
Cleaning	300.00
Security deposit	(600.00)
Interest	<u>(0.15)</u>
Relief sought	<u><u>\$555.38</u></u>

The Applicant provided a statement of the rent account in evidence which indicated a balance of rent of \$420. The Applicant also provided copies of the inspection reports, the work order for repairs, and photographs of the premises taken at the end of the tenancy.

I find the rent statement in order and I find rent arrears of \$420.

The photographic evidence supports the requirement for cleaning and repairs, and the inspection reports indicate that the damages (replacement of a smoke alarm and repair of a hole in the front entrance wall) were done during the term of the tenancy.

I find the Respondent in breach of their obligation to pay rent and their obligation to repair damages to the premises caused by the Tenant's negligence. Applying the security deposit and interest first to the repair and cleaning costs, I find repair costs due to the Applicant of \$135.38 and rent arrears of \$420. An order shall issue requiring the Respondent to pay the Applicant those amounts.

Hal Logsdon
Rental Officer