

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

DC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 2, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MB, representing the Applicant

Date of Decision: February 2, 2021

REASONS FOR DECISION

This matter was originally scheduled for October 6, 2020, but was adjourned at the request of the Applicant because the tenancy had ended and the condition of the premises had not been fully determined. The application was amended and rescheduled to February 2, 2021, and the parties notified. The Respondent was sent a notice of attendance by registered mail confirmed delivered on January 28, 2021. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The parties entered into a term tenancy agreement ending on June 30, 2020, which was renewed on a monthly basis. The Applicant held a security deposit of \$753. An inspection of the premises was conducted and signed by both parties.

The Applicant stated that the tenancy was terminated on August 21, 2020, when the Respondent vacated the premises. An inspection was conducted by the Applicant. The Applicant testified that the Respondent was invited to participate in the inspection but failed to appear.

The Applicant alleged that the Respondent had failed to repair damages to the premises and provided work orders and photographs for the following repairs:

Patching of damaged walls and painting	\$2,959.18
Replacement of broken door	469.28
Boarding of broken windows	<u>247.14</u>
Total	<u>\$3,675.60</u>

After review of the inspection reports, photographs, and work orders, I find the repairs were made necessary due to the negligence of the Respondent and I find the repair costs to be reasonable. I note that the premises had been freshly renovated at the commencement of this tenancy.

A lease balance statement provided in evidence by the Applicant indicated a credit balance of rent in the amount of \$99.00.

Taking into consideration the retained security deposit and accrued interest, and the rent credit balance, I find repair costs due to the Applicant in the amount of \$2,821.91, calculated as follows:

Repair costs	\$3,675.60
Rent credit	(99.00)
Security deposit	(753.00)
Interest	<u>(1.69)</u>
Amount due Applicant	<u><u>\$2,821.91</u></u>

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$2,821.91.

Hal Logsdon
Rental Officer