

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

**MN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 30, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant  
MN, Respondent

**Date of Decision:** March 30, 2021

**REASONS FOR DECISION**

The parties entered into a written monthly tenancy agreement commencing on February 13, 2020. The Respondent paid a security deposit of \$925. The premises are subsidized public housing. A check-in inspection was completed and signed by both parties.

After numerous disturbance complaints, the Applicant served a notice of early termination pursuant to paragraph 54(1)(f) on July 8, 2020, seeking vacant possession of the premises. The Respondent vacated the premises on July 17, 2020.

A check-out inspection was conducted on October 8, 2020. The Applicant testified that the inspection could not be completed until October due to the closure of their operations during the COVID-19 restrictions. The Respondent was not present at the inspection.

A copy of the inspection report, an itemized list of repairs and repair costs, and photographs of the premises were provided in evidence. A statement of account was also provided indicating a balance of rent owing of \$115.50.

A statement of the security deposit was completed resulting in an amount owing to the Applicant of \$8,022.84:

Security deposit	(\$925.00)
Interest	(0.28)
Rent arrears	115.50
Repairs and cleaning	<u>8,832.62</u>
Amount owing Applicant	<u>\$8,022.84</u>

The Respondent did not dispute the allegations.

I find the rent statement in order and find rent arrears of \$115.50. I find the repairs and cleaning to be necessary due to the negligence of the Respondent. I find the repairs and cleaning fully supported by the photographic evidence and the inspection reports. I find the costs of the repairs to be reasonable.

Applying the retained security deposit and interest first to the rent arrears, I find repair and cleaning costs due to the Applicant of \$8,022.84.

An order shall issue requiring the Respondent to pay the Applicant repair and cleaning costs in the amount of \$8,022.84.

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Hal Logsdon  
Rental Officer