

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: August 10, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: August 10, 2021

REASONS FOR DECISION

The Respondent was served with a notice of attendance sent by email and deemed received on July 12, 2021. The Respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was made for a six-month term commencing on July 28, 2017, and renewed as a monthly agreement on expiry. The premises are subsidized public housing. A check-in inspection was completed by the parties at the beginning of the tenancy. A security deposit of \$1,625 was provided by the Respondent.

The tenancy agreement was terminated January 31, 2021, by Rental Officer Order #17076 issued December 16, 2020. That order also required the Respondent to pay the Applicant rent arrears of \$2,680 and repair costs of \$380.05.

The Applicant testified that the Respondent vacated the premises on March 31, 2021. A check-out inspection was completed. The inspection report notes that the Respondent was present at the inspection but his signature does not appear on the report.

The Applicant provided a lease balance statement which indicated a rental arrears balance of \$2,450.05 at the end of the tenancy.

The Applicant alleged that the Respondent had damaged the property and provided an itemized list of alleged damages and corresponding repair costs. Including GST and a 10 percent administrative fee, the alleged repair costs total \$1,609.01.

The Applicant provided a statement of the security deposit, applying the deposit of \$1,625 and accrued interest of \$2.90 against the rental arrears balance of \$2,450.05 and the alleged costs for repairs of \$1,609.01, resulting in a balance owing to the Applicant of \$2,431.16. The Applicant sought an order for payment of that amount.

There is no requirement to issue an order in this matter. The Applicant already has a valid order totalling \$3,060.05. Enforcement of that order will adequately address the current balance of \$2,431.16 remaining after the retention of the security deposit and interest.

Should the Respondent dispute any or all of the alleged damages, the onus is on them to file an application to a rental officer.

Hal Logsdon
Rental Officer