

IN THE MATTER between **N.T.H.C.**, Applicant, and **J.M.**, 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, regarding a rental premises located within the **designated authority of Lutsel K'e Dene First Nation in the Northwest Territories.**

BETWEEN:

**N.T.H.C.**

Applicant/Landlord

-and-

**J.M.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 7, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>E.N., representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 7, 2022</b>

**REASONS FOR DECISION**

The Respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The parties entered into a written term tenancy agreement in November 2016. On the expiry of the term, the tenancy reverted to a monthly agreement. The premises are subsidized public housing. The Respondent provided a security deposit of \$500.

The application was filed on August 16, 2021 seeking an order to pay rent arrears and termination of the tenancy agreement. A hearing was scheduled for November 16, 2021. At the hearing, the Applicant stated that the Respondent did not appear to be living in the premises but there were still possessions in the unit. The matter was adjourned *sine die* to permit the Applicant to inspect the premises, confirm abandonment, and resolve the disposition of the security deposit and any abandoned personal property as necessary.

The matter was rescheduled for June 7, 2022. The Applicant filed a revised ledger, and six work orders outlining repairs done to the unit. There was no evidence of any inspection reports or a statement of the security deposit statement.

The Applicant's representative stated that possession of the premises had been returned to the landlord on January 31, 2022. The Applicant now seeks an order requiring the Respondent to pay alleged rent arrears and repair costs related to damages caused by the Respondent or persons she permitted on the premises. The ledger indicates a balance of rent owing of \$1,330.

The ledger and work orders outline repair costs totalling \$4,125.14. The majority of the repair costs relate to a freeze up of the unit in December, 2020 caused by tampering with the thermostat. This was clearly caused by negligence and was not a pre-existing condition. I find the costs of repair to be reasonable. The additional repairs were necessary due to damages to the exterior door and a broken window done during the winter of 2020-21. I find the repairs to be caused by negligence and find the repair costs reasonable.

I find the Respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises caused by her negligence or persons she permitted on the premises. Applying the retained security deposit (\$500) and accrued interest (\$1.06) to the rent arrears, I find a balance of rent owing of \$828.94 and repair costs of \$4,125.14.

- 3 -

Rent arrears	\$1330.00
Security Deposit	(500.00)
Interest on deposit	<u>(1.06)</u>
Net rent arrears	\$828.94

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$828.94 and repair costs of \$4,125.14.

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Hal Logsdon  
Rental Officer