

IN THE MATTER between **N.T.H.C.**, Applicant, and **T.K.**, 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 **town of Norman Wells in the Northwest Territories**.

BETWEEN:

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

Applicant/Landlord

-and-

**T.K.**

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>L.W., representing the Applicant</b>
	<b>C.P., 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 and filed application 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 monthly tenancy agreement commencing in September, 2020. The Respondent had provided a partial security deposit of \$1,237.50 for a previous tenancy which was transferred to this account. A check-in inspection report was completed and signed by both parties.

The Applicant testified that the Respondent abandoned the premises on October 31, 2021, ending the tenancy agreement. The Applicant inspected the premises and completed a check- out inspection report. The Respondent failed to appear at the inspection. The Applicant retained the security deposit and provided a statement of the deposit to the Respondent.

The Applicant alleged that the Respondent breached the tenancy agreement by failing to pay the full amount of the rent and by failing to repair damages to the premises caused by the tenant's negligence or persons permitted on the premises by the tenant. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs net of the retained security deposit and accrued interest.

The Applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$465. I find the ledger in order and find rent arrears of \$465.

The Applicant provided numerous work orders outlining repairs done to the premises. Along with the inspection reports, the Applicant has provided photographs of the premises at the commencement of the tenancy and photographs of the damages. As well as the physical damages to the premises the unit was left in a very dirty state, requiring significant cleaning before it could be offered for rent. The total cost of repair was \$6,870.21.

Considering all of the evidence, I find that the repairs were made necessary due to the negligence of the Respondent or persons she permitted on the premises. I find the repair costs reasonable.

Applying the accrued interest first to the rent arrears, I find a balance of repair costs due to the Applicant of \$6,096.90. An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$6,096.90.

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Hal Logsdon  
Rental Officer