

IN THE MATTER between **H.N.W.T.**, Applicant, and **M.W.**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**H.N.W.T.**

Applicant/Landlord

-and-

**M.W.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 18, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>P.S., representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>April 18, 2023</b>

### **REASONS FOR DECISION**

The Respondent was sent a Notice of Attendance by registered mail to the rental premises. There has been no confirmation that the Respondent has received the item but a notice was left indicating where the item could be picked up. The Respondent left no forwarding address or other method of service with the Applicant. In my opinion, there are adequate grounds to deem the notice served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was monthly and commenced on July 29, 2021. The premises are subsidized public housing. The Applicant collected a security deposit of \$1,625 and an inspection report was completed. The Applicant stated that the premises were discovered abandoned on September 8, 2022. A check-out inspection was completed without the Respondent present and a statement of the security deposit issued. The application was filed on March 8, 2023.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to repair damages to the premises. The Applicant sought relief for the rent arrears and repair costs.

#### **Rent arrears**

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing of \$1,208. I find the statement in order.

#### **Repair costs**

The Applicant provided inspection reports and photographs of the premises at the commencement and conclusion of the tenancy in evidence. An invoice for the removal of items and dump fees was provided, as well as an itemised quotation for the repair of damages. I find the photographs and the inspection reports support the need for the repairs and indicate that the repairs were made necessary due to the negligence of the Respondent. The total repair costs are \$9,814.97. I find the repair costs to be reasonable.

Applying the retained security deposit (\$1,625) and accrued interest (\$0.17) to the repair costs, I find repair costs of \$8,189.80 and rent arrears of \$1,208. An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$1,208 and repair costs of \$8,189.80.

---

Hal Logsdon  
Rental Officer