

IN THE MATTER between **H.N.W.T.**, Applicant, and **R.N.**, 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-

**R.N.**

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 tenancy agreement between the parties was monthly and commenced on August 19, 2020. An order evicting the Respondent from the rental premises was issued on July 8, 2022. The Applicant stated that the Respondent was evicted on September 9, 2022. The Application was filed on March 8, 2023. A Notice of Attendance was sent to the rental premises, the last known address of the Respondent, but was not picked up. The Respondent provided no forwarding mailing address or email address, nor were their whereabouts known to the Applicant. Given these circumstances, in my opinion, it is reasonable to deem the notice served. The hearing was held in the absence of the Respondent.

The Applicant alleged that the Respondent had left the rental premises in a state of disorder and had failed to repair significant damages to the apartment. The Applicant sought an order requiring the Respondent to pay for general cleaning, removal of worthless property, and the costs of repairs of damages net of the retained security deposit.

The Applicant provided check-in and check-out inspection reports, as well as photographs of the premises indicating the condition of the apartment both before and after the tenancy. A statement of the security deposit, an invoice for clean-up, a quotation for repair costs, and a copy of the lease balance statement were provided in evidence.

The lease balance statement indicates two entries for repair and cleaning costs following the eviction of the Respondent totalling \$9,125.93. The first entry is for hauling refuse to the dump and corresponding dump tipping fees done by an independent contractor. The Applicant has added GST and a 10% administration charge to this invoice and charged the Respondent \$1,191.08. The second entry is a quote for repairs by the head landlord. The Applicant has also added a 10% service charge and GST to the amount and billed the Respondent \$7,934.85. The Applicant retained the security deposit and accrued interest totalling \$1,451.49. Applying the security deposit and interest to the repair costs, results in a balance owing the Applicant of \$7,674.44. The Applicant sought relief in that amount.

The photographic evidence and inspection reports clearly indicate that the premises were in good condition at the commencement of the tenancy and left in horrible condition. The apartment is filled with junk, dirty dishes, spoiled food, abandoned possessions, and liquor bottles. There are many areas that are damaged by negligence or intent. In my opinion, the costs claimed by the Applicant are reasonable given the condition of the apartment and the extent of the damages.

I find the Respondent in breach of their obligation to repair the damages and leave the premises in a state of reasonable cleanliness. An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$7,674.44.

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Hal Logsdon  
Rental Officer