

IN THE MATTER between **H.N.T.**, Applicant, and **C.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 **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

C.M.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 30, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: M.B., representing the Applicant

Date of Decision: May 30, 2023

REASONS FOR DECISION

The application was filed on April 12, 2023. The Respondent was personally served with the application and a Notice of Attendance on April 24, 2023. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties commenced on November 13, 2020. An inspection report was completed on March 18, 2020 but was not signed by the Respondent. The Applicant collected a security deposit of \$753.

The tenancy agreement between the parties was terminated by order on August 31, 2022, when the Respondent failed to comply with the ordered conditions to pay rent arrears (file #17530, filed on May 4, 2022). The Respondent continued to occupy the premises until October 18, 2022 when they vacated the premises.

An inspection was conducted on October 19, 2023 and an inspection report completed. The Respondent did not participate in the inspection. The Applicant noted several broken doors, two broken windows, and some wall damage on the report. Photographs of the premises were provided in evidence, along with work orders and invoices documenting the costs of labour and materials to repair the damage. The repair and clean up costs' total \$4,586.17.

The Applicant also sought an unsatisfied balance of a door repair charged to the tenant in January 2021 of \$542.11.

The photographic evidence indicates that the premises were left in an unclean state with items of little or no value left in the unit. I find the clean up costs of \$204.67 reasonable. The broken doors and windows were clearly the result of the tenant's negligence. The costs of labour and materials of \$4,381.50 are reasonable. The previous unsatisfied balance for the door repair in 2021 has already been addressed in a previous order (file #17263, filed on June 8, 2021). The order provides relief to the Applicant for that repair and may still be enforced. An additional order is unnecessary and is denied.

I find the Respondent in breach of their obligation to repair damages to the rental premises. Taking into consideration the retained security deposit and accrued interest, I find a balance owing the Applicant of \$3,825.66 calculated as follows:

Repair of doors and windows	\$4,381.50
Removal of garbage and cleaning	204.67
Security deposit	(753.00)
Interest	<u>(7.51)</u>
Amount owing Applicant	\$3,825.66

An order shall issue requiring the Respondent to pay the Applicant repair costs of \$3,825.66.

Hal Logsdon
Rental Officer