

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

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

E.K.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 27, 2023

Place of the Hearing: Yellowknife, NT via Teleconference

Appearances at Hearing: P.S., representing the Applicant

Date of Decision: June 29, 2023

REASONS FOR DECISION

This matter was scheduled for hearing on June 27, 2023 and a Notice of Attendance was sent to the Respondent by registered mail on June 8, 2023. There is no confirmation that the Respondent picked up the item but several notices have been provided to him indicating that the notice is available for pick-up. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice served. The hearing was held in the absence of the Respondent.

The tenancy agreement between the parties was monthly and commenced on June 25, 2012. An inspection report was signed by both parties on that day. The premises are subsidized public housing.

The Respondent was moved to another apartment on December 5, 2022 in order to accommodate renovations to his unit. The parties inspected the premises and a report was signed by both parties. The Applicant stated that a storage room door was damaged beyond repair and cleaning was required. Since the temporary move was at the landlord's request, the Applicant stated that moving costs were the landlord's responsibility. However, the tenant did not have all of his belongings ready at the appointed time of the move and the mover made a later trip which was charged to the Respondent. The Applicant sought an order requiring the Respondent to pay for the costs of cleaning, door replacement, and the extra moving expenses.

The Applicant provided an invoice, in evidence, for the costs of cleaning, door replacement, and the extra moving expenses totalling \$1,235.85. Also provided in evidence were the supplier invoices, photographs of the apartment, and a tenant ledger showing the amount charged for the work.

The Applicant testified that the Respondent had entered into a payment agreement for the costs on May 8, 2023 and paid \$200 on May 29, 2023 bringing the balance owing for the repairs, cleaning and moving expenses to \$1,035.85.

I find the charges for the repairs, cleaning, and moving expense to be well documented and reasonable. An order shall issue requiring the Respondent to pay the remaining costs of \$1,035.85.

Hal Logsdon
Rental Officer