

IN THE MATTER between **HNT**, Applicant, and **AF**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

AF

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 24, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
<u>Date of Decision:</u>	October 24, 2023

REASONS FOR DECISION

The Respondent was sent a notice of attendance by e-mail but failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice served in accordance with the *Residential Tenancies Act and Regulations*. The matter was heard in the absence of the Respondent.

The tenancy agreement between the parties commenced on March 16, 2020. The Applicant collected a security deposit of \$1,200 and the parties completed and signed a check-in inspection report for the premises. The tenancy agreement was terminated on January 31, 2023, when the Respondent vacated the premises. The Applicant completed a check-out inspection (the Respondent did not attend), retained the security deposit and interest, and issued a statement of the security deposit as follows:

Security Deposit	\$1,200.00
Interest	0.73
Rent Arrears	(160.00)
Repair Costs	<u>(6,020.00)</u>
Balance Owing	<u><u>\$4,979.27</u></u>

Applying the security deposit and interest first to rent arrears, the Applicant sought relief for repair costs in the amount of \$4,979.27.

The Applicant provided the inspection reports, tenant ledger, work orders, and invoices for the repairs and stated that all of the repairs were made necessary due to the negligence of the Respondent or persons they permitted on the premises.

After review of the evidence, I find the accounting of the rent and repair costs in order and I find the repairs were made necessary due to the negligence of the Respondent. I find the damage was done during the term of the tenancy and was not due to normal wear and tear. I find the Respondent in breach of their obligation to repair damages to the rental premises.

An order shall issue requiring the Respondent to pay the Applicant repair costs of \$4,979.27.

Hal Logsdon
Rental Officer

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