

IN THE MATTER between **HNT**, Applicant, and **KA and TE**, Respondents.

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-

KA AND TE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 23, 2024

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: PS, representing the Applicant

Date of Decision: January 24, 2024

REASONS FOR DECISION

The Respondents were sent Notices of Attendance by email on November 20, 2023 but failed to appear at the hearing. In my opinion it is not unreasonable to deem the notices served. The hearing was held in their absence.

The tenancy agreement between the parties was monthly and commenced in April, 2022. The premises are subsidized public housing. The tenancy agreement was terminated on September 29, 2023 when the premises were abandoned by the Respondents. The Applicant conducted an inspection of the premises on October 4, 2023 and completed a check-out report.

The Applicant alleged that the Respondents owed rent and had damaged the premises and sought relief for repair costs and the alleged rent arrears. The Applicant provided a lease balance statement showing all rent assessments, other charges and all payments made and credits applied. The Applicant also provided inspection reports, an itemised list of alleged damages and repair costs, photographs of the premises and work orders in evidence.

The Applicant sought an order requiring the Respondents to pay rent arrears of \$3786.77 and repair costs of \$3091.58.

Rent Arrears

The lease balance statement indicates rent arrears in the amount of \$5412. The Applicant holds a security deposit of \$1625.23 including accrued interest. I find the statement in order.

Applying the security deposit and interest to the rent arrears, I find the Respondents in breach of their obligation to pay rent and find rent due to the Applicant of \$3786.77.

Repair Costs

The total repair costs contained on the Applicant's itemised list of repairs are \$3016.50 which includes GST and a 10% administration charge. There is also an earlier charge of \$75.08 to assist the Respondents when they locked themselves out of the premises.

40% of the repair costs relate to removing junk and garbage from the premises and cleaning. The apartment was left in a very unclean state with dirty dishes left in the sink and the appliances in an unclean state. There is graffiti on walls and damage to the stairs, screens and refrigerator. The inspection reports indicate that the unit was in reasonably good condition at the beginning of the tenancy. None of the damage is due to normal wear and tear. All of the work and costs are documented by work orders and in my opinion, the costs are reasonable.

I find the Respondents in breach of their obligation to repair damages and find repair costs of \$3091.58.

Order

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$3786.77 and repair costs of \$3091.58.

Hal Logsdon
Rental Officer