

IN THE MATTER between **HNT**, Applicant, and **TK**, 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-

TK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 23, 2024
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	January 24, 2024

REASONS FOR DECISION

The Respondent was sent a Notice of Attendance by registered mail on November 20, 2023 but failed to appear at the hearing. The hearing was held in their absence.

The tenancy agreement between the parties was monthly and commenced in November, 2019. The tenancy agreement was terminated by order on March 31, 2023 (file #17887, filed on March 7, 2023) and the Respondent was ordered to pay the Applicant rent arrears and costs to repair damages to the premises. The Respondent remained in possession of the premises until May 31, 2023.

The Applicant stated they were unable to locate the Respondent and conducted a check-out inspection on October 6, 2023 without the tenant present. Abandoned personal property was inventoried and later disposed with the approval of a rental officer.

The Applicant alleged that the Respondent had further damaged the premises and sought an order for repair costs. The Applicant provided a statement of account, photographs, inspection reports and work orders for the repairs in evidence.

Since the previous order was issued, the statement indicates rent arrears of \$80 and repair costs of \$2773.64 have accumulated. The Applicant held a security deposit of \$1626.06 including accrued interest.

The photographic evidence and the inspection reports indicate that the repairs were made necessary due to the negligence of the Respondent. None of the repairs appear to be the result of normal wear and tear. I find the costs claimed to be reasonable.

Applying the retained security deposit first to the rent arrears, I find repair costs of \$1227.58 calculated as follows:

Rent arrears	\$80.00
Repair costs	2773.64
Security deposit and interest	<u>(1626.06)</u>
Total	\$1227.58

An order shall issue requiring the Respondent to pay the Applicant repair costs in the amount of \$1227.58.

Hal Logsdon
Rental Officer