

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TROY TAYLOR**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

TROY TAYLOR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand two hundred thirty seven dollars and sixty one cents (\$1237.61).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of nine hundred ninety nine dollars and seventy six cents (\$999.76).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TROY TAYLOR**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

TROY TAYLOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Bright Lubansa, representing the applicant

Date of Decision: April 10, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on February 6, 2013 when the respondent vacated the premises. The applicant retained the security deposit (\$850) applying it against patching and painting (\$850), carpet replacement (\$650), replacement of the bathroom door (\$350) and rent arrears (\$1237.61) resulting in a balance owing the applicant of \$2237.61. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided inspection reports and a statement in evidence. The applicant stated that the final statement of account had been provided to the respondent. The applicant also stated he had made arrangements with the respondent for the check-out inspection but the respondent did not appear at the check-out.

The applicant testified that the apartment was badly damaged requiring complete patching and painting, new carpet and the replacement of a broken bathroom door. He stated that the premises were painted just prior to the commencement of the tenancy and that the carpet was less than one year old.

The applicant has neglected to apply interest to the security deposit. I find that interest to be

\$0.24.

Applying the security deposit and accrued interest first to the repair costs I find repair costs owing to the applicant of \$999.76 and rent arrears of \$1237.61 calculated as follows:

Repair costs	\$1850.00
Security deposit	(850.00)
Interest	<u>(0.24)</u>
Total repair costs owing	\$999.76
Rent arrears owing	<u>\$1237.61</u>
Total	\$2237.37

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1237.61 and repair costs of \$999.76.

Hal Logsdon
Rental Officer