

IN THE MATTER between **CML**, Applicant, and **JD and TD**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding  
a rental premises located within the **city of Yellowknife in the Northwest Territories;**

BETWEEN:

**CML**

Applicant/Landlord

-and-

**JD and TD**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 7, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** GL, representing the Applicant  
JA, representing the Applicant  
JD, representing the Respondent  
TD, representing the Respondent

**Date of Decision:** May 7, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by CML as the Applicant/Landlord against JD and TD as the Respondents/Tenants was filed by the Rental Office December 15, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by email on the Respondent March 27, 2024 and deemed served on March 30, 2024.

#### *Previous Order*

Rental Officer Order #18075, between JD & TD (Tenants) and CML (Landlord) issued November 15, 2023, ordering the Landlord to return the security deposit with interest to the tenants in the amount of \$1,800.23.

Upon clarification, it was recognized CML continued to hold the security deposit pending the decision in regards for compensation of damages under the File # 18154.

#### *Tenancy Agreement*

The Applicant provided evidence of a written tenancy agreement between the parties for the period of April 1, 2022 to March 31, 2023, which then continued month to month.

#### *Reason for Application*

The application claimed the Respondents, former tenants, were responsible for repairs and cleaning costs after terminating their tenancy and vacating the rental premises.

#### *At the Hearing*

The Applicant claims the Respondents caused damages to the walls of the rental premises due to Respondents decorating, which was in violation of section 8 of the lease agreement. The Respondents recognized the damage by patching but not painting the walls downstairs. The Applicant claimed the upstairs walls were not addressed, as the tenants had installed wall mounted lights sconces.

The Applicant also claims the rental premises was not given a move-out cleaning and returned to the Applicant in the same or better condition as on move-in as laid out in the lease agreement (section 14). In general, the rental premises was left in poor shape, as it was left dirty and with personal effects left behind.

The Applicant is looking to recover the costs incurred to remedy the issues.

Costs to remedy the tenancy claim:

\$ 3,034.50 - NDS Cleaning Costs

\$ 969.83 - BackBay Contracting

\$ 4,004.33 - Total costs

Rather than seeking the full repair and cleaning costs, the Applicant wishes to retain the security deposit (\$1,800.23) leaving a balance owing of \$2,204.10 but was willing to settle for \$1,800.00.

Based on the evidence and Applicant's testimony at the hearing, in my opinion the Applicant's costs for repairs and cleaning are reasonable and the Applicant is willing to settle for \$1,800.00 rather than the \$2,204.10 owed.

*Orders*

An order will be issued requiring the Respondents to pay the costs for repairs and cleaning in the amount of \$1,800.00 pursuant to paragraph 42(3)(e) and 45(4)(d).

Dated at the city of Yellowknife in the Northwest Territories this 7th day of May 2024.

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Jerry Vanhantsaeme  
Rental Officer