

IN THE MATTER between **HNT**, Applicant, and **KO**, 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 **Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**KO**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 16, 2024

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

**Appearances at Hearing:** PS, representative for the applicant

**Date of Decision:** May 21, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KO as the Respondent/Tenant was filed by the Rental Office on March 1, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by registered mail on the Respondent on April 3, 2024.

The Applicant claimed the Respondent's tenancy was terminated and the Respondent was evicted for breach of a previous Rental Order (Rental Officer Order # 17987). An order was sought for rental arrears and damages to the rental premises.

A hearing was scheduled for May 16, 2024, in Yellowknife. PS appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The hearing proceeded pursuant to subsection 80(2) of the Act.

The hearing was adjourned *sine die* pending receipt of information on the type and age of flooring in the kitchen of the rental premises.

#### ***Tenancy Agreement***

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing until termination of the tenancy for breaching Rental Officer Order #17987 on June 30, 2023. After which time, the Respondent no longer was eligible for a rental subsidy and charged maximum rent.

On November 30, 2024, the Respondent was evicted from the rental premises.

#### ***Rental Arrears***

The lease balance statement entered into evidence represents the Landlord's accounting of monthly rents and payment received against the Respondents rent account. Rent calculations prior to the termination were subsidized. After termination, the Respondent's rent was calculated at the full market rent indicated on Schedule "A" of the tenancy agreement (\$1,625.00). After the termination, the Respondent did receive a wildfire rent credit adjustment ordered by the Government of the NWT from August 16 to Sept 10, 2023. This adjustment was based on the max rent charge.

Between termination and the eviction occurring, the Respondent accumulated \$5,538.20 in rental arrears.

### *Damages*

Subsection 42(1) of the *Act* holds the Tenants responsible for damages to the rental premises that are caused by the wilful or negligent conduct of the Tenant or persons permitted on the Premises by the Tenant. Paragraph 12(b) of the written tenancy agreement reiterates the obligation under subsection 42(1).

Subparagraph 42(3) where, on application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order:

- (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach;
- (e) requiring the tenant to pay any reasonable expenses directly associated with repair or action;...

The Applicant claimed costs for repair of damages and cleaning totalling \$8,499.72. The Applicant provided the entry and inspection reports, list of damages, estimates, and corresponding photos. When reviewing the evidence provided to determine if the Respondent was responsible for the damages and if cleaning and costs were reasonable:

The following are the amounts claimed and my findings:

1. **\$1,277.50 approved** - Invoice for movers to remove disposal of garbage;
2. **75.08 approved** - invoice for Sept 26, 2023, lock change;
3. **\$450.00 approved** - cleaning of unit;
4. **\$264.00 approved** - cleaning of front yard;
5. **\$430.00 approved** - front entrance: repair walls, replace outside light by front door, and repair wooden heat radiator;
6. **\$165.00 approved** - repair walls and rehang bifold closet door in hallway (second floor);
7. \$2,326.00 - Kitchen: initial claim \$66.00 to replace window trim, \$660.00 patch walls, \$1,200.00 replace damaged kitchen flooring, \$10.00 replace receptacle, \$200.00 replace two refrigerator door bar retainers, replace sink stopper, and replace exhaust fan.

*At the hearing, question was raised on the type of flooring. The photo evidence showed limonium but the move out indicated damaged laminate. Confirmation by the Applicant was the kitchen flooring was marmoleum and approximately 10 years old. If kept in good condition, marmoleum has an estimated lifespan of 20-25 years. Depreciation \$1,200.00 /20 years useful life = \$60.00 x 10 years remaining useful life = \$600.00 depreciated value.*

*Approved. **\$1,726.00 Kitchen repair costs approved.***

8. **\$578.00 approved** - bathroom repair: \$66.00 reinstall missing door trim, \$264.00 patch wall, \$198.00 remove multicolored paint on walls and door;
9. **\$396.00 approved** - master bedroom: \$66.00 reinstall window trim, \$264.00 repair and patch walls, \$66.00 remove stickers from walls;
10. **\$394.00 approved** - bedroom 2: \$264.00 repair and patch holes in walls, \$30.00 reinstall 3 receptacles and \$100 reinstall light fixture;
11. **\$591.00 approved** - bedroom 3: \$264.00 repair and patch holes in walls, \$20.00 reinstall 2 receptacles and \$100 reinstall light fixture, \$132.00 remove graffiti from walls, \$75.00 replace damaged door knob;
12. **\$528.00 approved** - laundry room: repair multiple holes in ceiling; and
13. **\$66.00 approved** - storage room: \$66.00 rehang door.

**\$7,806.72 Total costs approved, including administration fee and GST.**

Based on the evidence, and Applicant's testimony, it is my opinion the Respondent breached their obligation under the Act for arrears, damages, and cleaning.

#### *Order*

An order will be issued:

- requiring the Respondent to pay rental arrear in the amount of \$5,538.20 (p.41(4)(a)); and
- requiring the Respondent to pay repair in the amount of \$7,806.72, (p.42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer