

IN THE MATTER between **HNT**, Applicant, and **DL**, 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:

HNT

Applicant/Landlord

-and-

DL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 15, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: August 29, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office April 10, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by registered mail twice and deemed served on May 30 and July 25, 2024.

The Applicant alleged the Respondent had been evicted from the rental premises. The Applicant's representative claims the Respondent has caused damages to the rental premises and accumulated rental arrears. An order was sought for payment of costs for repairs and outstanding rental arrears.

A hearing was scheduled for August 15, 2024, by three-way teleconference. PS appeared representing the Applicant. DL did not attend, nor did anybody on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Act*. Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the Applicant providing supporting documentation to the claim.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties was for subsidized public housing commencing May 6, 2022. I am satisfied a valid tenancy agreement was in place until October 10, 2023, in accordance with the *Act*.

Previous orders

Rental Officer order number 18055, dated September 26, 2023, terminated the tenancy on September 30, 2023, due to repeated and unreasonable disturbances, and an eviction was ordered for October 1, 2023.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments against the Respondent's rent account. During the tenancy, the Respondent's rent was calculated at \$80.00 per month. The last time the Respondent was in a zero or positive balance on their rent was May 30, 2023. The statement also contained charges for pulled fire alarm in the amount of \$2,887.50 and damages to the rental premises in the amount of \$28,903.88.

After deducting the damages claim and the alarm pull, balance owed toward the rental arrears is \$118.00. The lease balance statement also indicated there is a security deposit in the amount of \$1,451.20. In review of the ledger, and deducting the arrears from the security deposit, leaves a zero balance for rental arrears. The claim for rental arrears is **denied**.

The remaining \$1,333.20 was put towards the damages.

Damages

The Applicant claimed costs for repair of damage and cleaning of the rental premises. Entered into evidence was the tenant check-in/out unit condition report, photographs, and invoices.

I reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages, cleaning, and if the cost for the work was reasonable.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by the wilful or negligent conduct of the tenant, or by persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the 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 (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The following are the amounts claimed and my findings:

- **\$2,887.50 claimed** - Invoice #131706A, charge for fire alarm pull, done by a guest of the Respondent. Email evidence submitted stated a known person and an unknown male came from Respondent's unit. The unknown person pulled the alarm by reaching through door where the glass used to be and activated the pull station. The Rental Officer questioned if there was video footage of the incident. Upon request, a video of the unknown person pulling the alarm was provided. An email attached to the video footage stated they were unable to access the day's recording of the entire incident. The video evidence provided does show a person pulling the alarm, but does not show the full event, and whether the person came from the Respondent's rental premises. As there is no definitive proof the unknown person was a guest of the Respondent, I cannot for certain find the Respondent is responsible for alarm pull. The charge for the alarm pull in the amount of **\$2,887.50 is denied**.

- **\$28,620.90 claimed and approved** - Invoice #132454A, charge for repairs from the property owner for damages caused to the rental premises. The invoice from the property owner included an invoice from a third party to repair the kitchen due to a fire occurring, **supported by evidence**.
- **\$282.98 claimed and approved** - Invoice #130727, charged for the boarding up of broken window, **supported by evidence**.

\$28,903.88 TOTAL APPROVED CLAIM

The lease balance statement also shows the Respondent has made two payments for a total of \$133.00 tenant damages. After deducting the \$133.00, and the remainder of the security deposit in the amount of \$1,333.20 from the approved claim, I find the Respondent responsible for repairs in the amount of **\$27,437.68**.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$27,437.68 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer