

IN THE MATTER between **HNT**, Applicant, and **MB**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 21, 2024

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

**Appearances at Hearing:** AS, representing the Applicant

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

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office May 23, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail, signed for on June 13, 2024.

The Applicant alleged the Respondent had been evicted on February 22, 2024, in accordance with Rental Officer Order #18122. The Applicant's representative claimed the Respondent is indebted to the Applicant for damages to the rental premises and overholding charges. An order was sought for payment of the overholding charges and costs of repairs.

A hearing was held August 21, 2024, by three-way teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. At the hearing, I reserved my decision to better review the evidence and testimony.

#### *Tenancy Agreement*

Evidence was provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing commencing June 6, 2022 and signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act* until evicted.

#### *Previous orders*

Rental Officer Order #17798 dated December 8, 2022 was issued required the Respondent to pay the remainder of the security deposit in the amount of \$196.00, pay rental arrears owed in the amount of \$400.00, pay rent on time in the future, terminated the tenancy on March 31, 2023 unless the security deposit amount of \$196.00 and rent arrears owed in the amount of \$400.00 were paid and the rents for January, February, and March 2023 were paid on time.

Rental Officer Order #18122, dated January 19, 2024 was issued required the Respondent to pay rental arrears and the cost of key replacement in the amount of \$347.50, terminated the tenancy on January 31, 2024 and evicted the Respondent from the rental premises on February 1, 2024.

#### *Rental arrears - overholding*

Entered into evidence was a lease balance statement representing the Landlord's accounting of the monthly assessed rents and payments received against the tenancy of MB running from the start of the tenancy on June 6, 2022 until the eviction on February 22, 2024. The lease balance statement indicates the rent charged throughout the tenancy was \$80.00 per month.

The lease balance statement indicated at the time of the eviction, the Respondent had an arrears balance owing in the amount of \$408.50. Of this amount, \$347.50 is covered under Rental Officer Order #18122. After removing this amount, the balance owed in overholding rent at the time of eviction is \$61.00.

Under Section 67 “Overholding Tenants” and subsection 67(1) of the Act, “a landlord is entitled to compensation for a former tenant’s use and occupation of the rental premises after the tenancy has been terminated.”

Under paragraph 67(4), “where on application of a landlord, a rental officer determines that a landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy has been terminated, the rental officer may order a former tenant to pay the landlord the compensation specified in the order.”

I am satisfied the lease balance statement accurately reflects the current status of the Respondents’ rent account. I find the Respondent accumulated rent for overholding after their tenancy was terminated in the amount of \$61.00.

Entered into evidence was the Respondent’s security deposit with interest is \$1,200.24. When applied against the rental arrears for overholding, the Respondent has no rental arrears owing and there is a further \$1,139.24 that can be applied against costs for repair of damages.

### *Damages*

The Applicant claimed costs for repair of damage and cleaning in the amount of \$1,208.78. Entered into evidence was the tenant’s check-in/out unit condition report, six work orders detailing the work done, and photographs.

As there were six work orders, I reviewed the claim with the evidence provided to determine if the Respondent was responsible for the damages, cleaning and if the costs for the work were reasonable.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or 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:

1. **\$298.76 claimed and approved**- WO #410837 - removal and disposal of all trash and items left in unit - **supported by evidence**.
2. **\$55.65 claimed and approved** - WO #410840 - charge for removing all pins, screws, and tape from walls and ceiling throughout unit - **supported by evidence**.
3. **\$194.78 claimed and approved** - WO #410848 - charge for repairing drywall damage throughout unit - **supported by evidence**.
4. **\$55.65 claimed** - WO #410846 - charge for replacing all burnout light bulbs throughout unit. Light bulbs provided from stock. No cost for bulbs accounted for. Labour cost only. In reviewing photo evidence, only three bulbs were required for replacement in bathroom. When questioned on the cost, the Applicant advised charge was put in by maintenance staff and most likely labour time to get bulbs from stock, drive to unit and install. I find, based on the evidence, the labour cost for replacement to be excessive for three bulbs. Rental Officer is allowing 30 minutes to complete work order. **\$27.83 approved**.
5. **\$288.94 claimed** - WO #410933 - charge for replacement of damaged bathroom door. In review of photo evidence, door could not be repaired. Work order also contained two doors. When questioned as to why two doors were charged out, the Applicant's representative noted there was an error and should only have been one door charged out. Removal of one door charge and tax deducted from work order invoice. **\$200.12 approved**.
6. **\$315.00 claimed and approved** - WO #434635 - charge for cleaning of unit - **supported by evidence**.

**\$1,092.14 TOTAL COSTS APPROVED**

After applying the remainder of the security deposit in the amount of \$1,139.34, I find the Respondent has a credit in the amount of **\$47.10**.

*Deliberations*

In review of the arrears being addressed, the cost of repairs being covered, and a credit balance of \$47.10, the application is **denied**.

Dated at the city of Yellowknife in the Northwest Territories this 22<sup>nd</sup> day of August 2024.

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Jerry Vanhantsaeme  
Rental Officer