

IN THE MATTER between **HNT**, Applicant, and **JN**, 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 **designated authority of K'atłodeeche First Nations**
in the Northwest Territories;

BETWEEN:

HNT

Applicant/Landlord

-and-

JN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 11, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: September 11, 2024

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against JN as the Respondent/Tenant was filed by the Rental Office July 3, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlodéeché First Nations, Northwest Territories. The filed application was served on the Respondent by registered mail on August 12, 2024.

The Applicant testified the Respondent had vacated the rental premises leaving significant damages and rental arrears. An order was sought for the balance owed for damages after the security deposit was applied to the rental arrears and damages.

A hearing was held September 11, 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)*. I adjourned the hearing *Sine Die* for the Applicant to provide supporting evidence to their claim.

Tenancy Agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing commencing June 19, 2022, and signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous Orders

Rental Officer Order # 18183 dated April 29, 2024, evicted the Respondent from the Rental Premises on April 30, 2024.

Security Deposit

The Applicant entered into evidence a Damaged Deposit Statement of Interest Earned. The statement indicated on February 1, 2020, the Respondent had paid \$1,200.00 as a security deposit and the interest earned was \$0.97 dollars. The form also indicated damages and amount of rental arrears owed for a total amount of \$2,769.13. Also entered into evidence was a letter from the Applicant's representative to the Respondent advising them the Applicant would be retaining the deposit to cover a portion of the costs. The total amount retained by the Applicant was \$1,200.97.

Rental Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. At the end of the tenancy, the lease balance statement indicated the Respondent had rental arrears of \$185.00. The statement also showed the Applicant applied \$185.00 from the security deposit towards the arrears, clearing the balance owed.

The lease balance statement also indicated the Respondent had accumulated costs for cleaning and damages in the amount of in the amount of \$2,584.13. Damages are not considered arrears.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account.

Damages

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

The Rental Officer 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:

- **\$232.98 claimed and approved** - Work Order #TD435285, charge for lock change as no keys had been returned. **Supported by evidence.**
- **\$304.09 claimed and approved** - Work Order #TD435391, removal and disposal of all items left in the unit and on the grounds. **Supported by evidence.**
- **\$106.00 claimed and approved** - Work Order #TD435488, charge for removing crusted food and stickers from walls throughout the unit. **Supported by evidence.**

- **\$118.49 claimed and approved** - Work Order #TD435485, charge to repair holes and drywall damage throughout the unit. **Supported by evidence.**
- **\$810.27 claimed** - Work Order #TD435394, replace damaged interior doors throughout unit. Calculation error on invoice showed an over charge for doors in the amount of \$60.00. Applicant's representative acknowledged error. **Charge adjusted, \$750.27 approved. Supported by evidence.**
- **\$213.96 claimed and approved** - Work Order #435486, replace missing light fixtures throughout unit. **Supported by evidence.**
- **\$71.72 claimed and approved** - Work Order #435392, replace missing/damaged receptacle and cover plates throughout unit. **Supported by evidence.**
- **\$26.50 claimed and approved** - Work Order #TD435390, re-install missing smoke /CO2 detector. **Supported by evidence.**
- **\$53.00 claimed and approved** - Work Order #TD435496, replace damaged door jamb in porch due to dog. **Supported by Evidence.**
- **\$97.56 claimed and approved** - Work Order #TD435487, replace missing door stops, knobsets and door guards. **Supported by evidence.**
- **\$26.50 claimed and approved** - Work Order #TD 435395, repair damaged bathroom cabinet door. **Supported by evidence.**
- **\$400.00 claimed and approved** - Work Order #TD436964, cleaning of unit. **Supported by evidence.**

\$ 2,401.07	Damages Approved
\$ 120.05	GST
\$ 2,521.12	Total Damages Cost
\$ 1,015.97	Security Deposit balance after arrears deducted
\$ 1,505.15	Total Damages Cost Approved

I am satisfied the Applicants claim for cleaning costs and damages are accurate.

Orders

An order will be issued:

- requiring the Respondent to pay to the Applicant the cost of cleaning and repairs in the amount of \$1,505.15 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer