

IN THE MATTER between **HNT**, Applicant, and **CL**, 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-

**CL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 1, 2024**

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

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

**Date of Decision:**           **October 2, 2024**

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against CL 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 email and deemed served on August 23, 2024.

The Applicant alleged after the Respondent had been evicted from the rental premises, they had outstanding rental arrears and caused damages to the rental premises. After applying the security deposit to the arrears and damages, there was an outstanding amount owing on damages. An order was sought for payment of tenant damages.

A hearing was scheduled for August 21, 2024, but was rescheduled as the service by registered mail had not been completed and email used as an alternate form of service could not be deemed. In the interest of fairness, the Rental Officer rescheduled the hearing. A rescheduled hearing took place on October 1, 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, as provided for in subsection 80(2) of the Residential Tenancies Act. Due to the severity of the application, the hearing was adjourned *sine die* for the Applicant to provide documents requested by the Rental Officer.

#### *Tenancy Agreement*

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing November 15, 2020 until the Respondent had been evicted on February 23, 2024. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

#### *Previous orders*

Rental Officer Order #18127 dated January 23, 2024, required the Respondent to pay \$540.00 in rental arrears and costs of repairs in the amount of \$304.50, terminated the tenancy agreement on January 31, 2024 due to the repeated failure to pay the rent, repeated and unreasonable disturbances, and the commitment of illegal acts at the rental premises, and eviction on February 1, 2024.

### *Security deposit*

The Applicant entered into evidence a Damaged Deposit Statement of Interest Earned. The statement indicated as of May 19, 2024, the Respondent had paid \$1,200.00 as a security deposit and the interest earned was \$0.49. The form also indicated damages amount, amount of rental arrears owed, and miscellaneous charges for \$6,546.37. Also entered into evidence was a letter from the Applicant's representative to the Respondent advising they would be retaining the deposit to cover a portion of the costs. The letter provided was to the Respondent, however, referenced a different residential address. The total amount retained by the Applicant was \$1,200.49.

### *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 not made any payments towards the outstanding charges from the Rental Officer Order and accrued new rental arrears in the amount of \$63.00. The Applicant testified and provided supporting evidence that the security deposit was applied to the new arrears as an entry on the lease balance statement. The statement also included a claim for damages in the amount of \$5,638.87 and the miscellaneous charge of \$10.50. Damages and the miscellaneous charge (new key) are not considered arrears.

The lease balance statement also indicated the remaining \$1,137.49 of the security deposit had been applied to the damage claim and miscellaneous charge.

### *Tenant damages*

The Applicant claimed costs for damages, removal of debris from inside and outside of the rental premises, and the disposal of derelict vehicles. Entered into evidence were the tenant's 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 costs for the work was 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:

- **\$318.26, claimed and approved** - Invoice #39533 - charge for removal of trash and items from the rental premises and grounds. **Supported by evidence.**
- **\$126.65, claimed and approved** - Invoice #39534 - charge for assisting in the removal of trash and items from the rental premises and grounds. **Supported by evidence.**
- **\$764.39, claimed and approved** - Invoice #39535 - charge for replacement of door due to being unable to be repaired. **Supported by evidence.**
- **\$111.30, claimed and approved** - Invoice #39928 - removal of stickers, tape, pins throughout unit and marks on kitchen ceiling. **Supported by evidence.**
- **\$321.08, claimed and approved** - Invoice #39536 - replacement of interior door in unit. **Supported by evidence.**
- **\$706.30, claimed and approved** - Invoice #39537 - repair drywall due to extensive damage throughout unit. **Supported by evidence.**
- **\$347.52, claimed and approved** - Invoice 39926 - repair of damaged rad fins and covers throughout unit. **Supported by evidence.**
- **\$237.29, claimed and approved** - Invoice #39538 - replacement of range hood. Move out inspection form showed the range hood not working. No photo to support claim. Applicant's representative testified maintenance staff inspected the hood and found it had been tampered with. Applicant's representative also testified a photo would not provide visual proof of tampering. **Supported by testimony.**
- **\$27.83, claimed and approved** - Invoice #39539 - labour charge for the replacement of damaged cupboard handle. **Supported by evidence.**
- **\$111.14, claimed and approved** - Invoice #39540 - replacement of burnt out bulbs in unit. **Supported by evidence.**
- **\$30.63, claimed and approved** - Invoice #39541 - charge for replacing damaged outlet, covers and fan control knob in bathroom. **Supported by evidence.**
- **\$728.12 claimed and approved** - Invoice #39542 - replacement of damaged tub surround. Unable to be repaired. **Supported by evidence.**

- **\$111.30 claimed and approved** - Invoice #39543 - charge for ordering replacement windows and gears. Applicant's representative testified they did not charge for glass only labour to order make order. **Supported by evidence and testimony.**
- **\$274.31, claimed and approved** - Invoice #39927 - repair of damaged window screens and frames. **Supported by evidence.**
- **\$924.00, claimed and approved** - Invoice #39544 - charge for removal of derelict vehicle to dump. Fluids required draining, towing cost removal and dump fee included. **Supported by evidence.**
- **\$498.75, claimed and approved** - Invoice #39555 - charge for cleaning of rental premises. **Supported by evidence.**
- **\$10.50, claimed** - New Key replacement recorded on lease ledger after Oct 11, 2023. Amount recorded in Rental Officer Order #18127. No new charge recorded in invoicing. **Claim denied.**

\$ 5,638.87	Approved costs with GST
\$ 1,137.49	Remainder of security deposit applied
\$ 4,501.38	Total approved costs with GST

I am satisfied the Applicants claim for damages are accurate.

#### *Orders*

An order will be issued:

- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$4,501.38 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer