

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

**RY**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 24, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant</b>
	<b>GB, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 29, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against RY as the Respondent/Tenant was filed by the Rental Office July 9, 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 and deemed served on September 2, 2024.

The Applicant alleged the Respondent had caused damages to the rental premises and left the rental premises in an unclean condition. An order was sought for the cost of repairs.

The application was originally scheduled for September 16, 2024. Due to service issues, the hearing was rescheduled to October 24, 2024, by three-way teleconference. PS appeared representing the Applicant. RY did not appear at the hearing. GB from ICM appeared representing the Respondent. At the hearing, I reserved my decision subject to the Applicant providing information and to review the testimony and evidence.

#### *Preliminary matter*

During the review of the application, the Rental Officer noted the application had been served on the Respondent at the last known address pursuant to paragraphs 71(1)(b) and paragraph 71(3)(b) and subsection 71(5). The Rental Officer advised the Applicant to make additional efforts for service, as the tenancy agreement contained information that the Respondent as having been provided assistance from government services.

The Applicant contacted a government service worker assisting the Respondent and was able to arrange service of the application package and updated hearing information. The government service worker acknowledged they had received the application package and was given authority to represent the Respondent during the hearing.

#### *Previous orders*

Rental Officer Order #17379, dated November 9, 2021, required the Respondent to comply with their obligation not to disturb the Landlord's or other tenants' enjoyment or possession of the rental premises or residential complex, and to not breach that obligation again, and to pay to the Applicant the costs of repairs and cleaning in the amount of \$8,456.15.

Rental Officer Order #18181, dated April 25, 2024, required the Respondent to pay to the Applicant the cost of repairs in the amount of \$5,197.50; terminated of the tenancy agreement on April 26, 2024 and be evicted from the rental premises on April 29, 2024.

#### *Tenancy agreement*

Evidence provided establishes a month to month residential tenancy agreement between the parties for subsidized public housing February 7, 2018 to May 2, 2024, when they voluntarily vacated after an eviction order was issued. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Act*.

#### *Security deposit*

The Applicant entered into evidence two letters provided to Respondent regarding the retention of the security deposit. The May 7, 2024 letter advised the Respondent that, due to the damages, the security deposit would be retained.

The July 5, 2024 letter contained information with regards to historical amounts owed, security deposit paid, interest earned, and the current assessed damages. The letter indicates a total of \$926.62 was being retained to cover a portion of the balance owed.

#### *Tenant damage*

The Applicant claimed costs in the amount of \$2,627.10 for damages and cleaning.

Entered into evidence was the tenant check-in/out unit condition report, work order detailing the work done, and photos of the condition of the rental premises.

The work order provided showed item costs not charged to the Respondent. The Rental Officer questioned why these items were recorded against the damages (e.g., mattress purchase). The Applicant's representative testified the rental premises was provided furnished and needed to be provided. The items were not charged against the Tenant, other than costs for removal of items to the dump and cleaning of the unit.

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 their wilful or 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 by room:

- **\$1,000.00 claimed and approved** - General - remove of items to the dump (\$550.00), full unit cleaning (\$450.00). **Supported by evidence and testimony.**
- **\$1,200.00 claimed** - Front entrance - replacement of door. Photo evidence showed the door to have numerous dents. I questioned why the door had been replaced and as to whether it was still functional. The Applicant's representative testified the door was functional. The door was damaged by visitors hitting and kicking the door. The Applicant's representative also testified they have a standard and cannot give the damaged door to a new tenant and charge them. I also questioned if the old door was put into stock or discarded. The Applicant's representative verified the door had been discarded. In review of the evidence and testimony, the door still remained functional and could in fact be used as a temporary door for another rental premises in the event of damage to which needs emergency repair. I find there was some value remaining in the door regarding functionality and maintain a monetary value of \$200.00. **\$1,000.00 approved. Supported by evidence and testimony.**
- **\$216.00 claimed and approved** - Dining/living room - rehang window screens and install window blinds. **Supported by evidence and testimony.**
- **\$76.00 claimed and approved** - Kitchen - rehang window screens, clean appliances, counter top, cabinets, and sink. **Supported by evidence and testimony.**
- **\$10.00 claimed and approved** - Bathroom - replace sink stopper. **Supported by evidence.**

\$ 2,417.30	Approved costs with GST
\$ 926.62	Security Deposit balance
\$ 1,490.68	Total Damages approved with GST.

I am satisfied that the Applicant's claim for damages are accurate.

#### *Orders*

An order will be issued:

- requiring the Respondent to pay the Applicant the cost of repairs in the amount of \$1,490.68 (p. 42(3)(e)).

---

Jerry Vanhantsaeme  
Rental Officer