

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

**MAM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 26, 2024

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

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

**Date of Decision:** September 27, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MAM as the Respondent/Tenant was filed by the Rental Office August 19, 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 16, 2024.

The Applicant alleged the Respondent has new and outstanding tenant damages for a previous rental premises and has also failed to pay rent in full and on time, resulting in the accumulation of rental arrears. An order was sought for payment of outstanding rental arrears and tenant damages.

A hearing was held September 26, 2024, by three-way teleconference. PS 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 reserved my decision to allow the Applicant to provide document requested to support the claim.

#### *Preliminary matters*

The application included a claim for tenant damages. Invoices submitted included multiple addresses. At the hearing, it was clarified the Respondent had been transferred. The Rental Officer was satisfied with the Applicants reasoning.

#### *Tenancy Agreement*

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing April 1, 2022. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

#### *Previous order*

Rental Officer Order #10-9386, dated Feb 9, 2007, required the Respondent to pay \$1,433.33 in rental arrears in two equal payments no later than March 15 and April 15, 2007, and pay the monthly assessed rent on time.

Rental Officer Order #10-12684, files March 29, 2012, required the Respondent to comply with their obligation to pay for electricity and not breach that obligation again.

Rental Officer Order #10-12797, filed May 10, 2012, required the Respondent to provide documents for a person who may have been residing in the premises without authorization.

Rental Officer Order #10-13921, filed April 1, 2014, required the Respondent to pay future rent on time and to report household income.

#### *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. The statement indicated the Respondents calculated rent varied based on income, the last time the Respondent was in a positive balance was October 31, 2019 and calculated monthly rent at time of the application was \$80.00. The statement also included damage charges and payments. Damages are not considered arrears.

Upon request, an updated lease balance statement was provided to calculated the payments for rental arrears in comparison to the rent charges prior to the last claim for damages. After removing the damage's charges and payments, the arrears balance is \$92.00.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account. I find the Respondents' have repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$92.00.

#### *Damages*

The Applicant claimed costs for repair for outstanding damages to the rental premises. Entered into evidence was the lease balance statement with invoices charges and payments, invoices, tenant check-in/out unit condition report, photographs and building owner cost sheet.

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:

- **\$2,762.50 claimed and approved** - Invoice #119915- fire alarm activation done by Respondents guest. Applicant's representative testified the Respondent met with them and did not dispute responsibility, entered into a payment plan. Payment made towards the charge are showing on the lease balance statement. **Supported by evidence and testimony.**
- **\$236.78 claimed and approved** - Invoice #131385 - Key replacement for building, unit, laundry room and mail. **Supported by testimony and evidence.**
- **\$161.70 claimed and approved** - Invoice #131386 - Key replacement for building and laundry room. **Supported by testimony and evidence.**
- **\$4,215.75 claimed and approved** - Invoice #133476A - Outstanding tenant damage claim for unit after being transferred. Rental Officer questioned the recording on the Tenant check-in/out condition report specific to the lack of the recording of blinds on the move in but claim for missing blinds on the move out and the recording of the range exhaust fan being considered in good condition on the report but a claim for replacement on the building owner estimate.
  - ▶ Blinds - The Applicant's representative testified, when a move in is done and items are in a good state of repair, they are not always mentioned. Supporting evidence was provided to show blinds were in place. **Claim for blinds is approved.**
  - ▶ Range exhaust fan - The Applicant's representative acknowledged there is a discrepancy. They testified it may have been an oversight on the inspection but when the work order was done, it was found. The reasoning for the claim could not be correlated to the inspection form and the charge itself. The Applicant's representative also testified, based on the price this may be for the fan and filter. **Claim for exhaust repair approved.**

\$ 7,376.73	Total damages claimed and approved
\$ 2,380.00	Total payments
\$ 4,996.73	Balance owing on damages

*Orders*

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$92.00 (p. 41(4)(a)); and
- requiring the Respondent to pay to the Applicant the cost of repairs in the amount of \$4,996.73 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer