

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

GI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 22, 2024**

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

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

Date of Decision: **November 8, 2024**

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against GI as the Respondent/Tenant was filed by the Rental Office September 10, 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 email and deemed served on September 19, 2024.

The Applicant alleged the Respondent was evicted in accordance with a previous Rental Officer Order. After inspecting the rental premises, the Respondent had caused damages and also had outstanding rental arrears. An order was sought for payment of damages and rental arrears.

A hearing was scheduled for October 22, 2024, in Yellowknife by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I adjourned the hearing *Sine Die* for the Applicant to verify evidence.

Tenancy agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing April 30, 2021 to the eviction date on March 21, 2024. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #18123, terminating the tenancy agreement between the parties March 6, 2024 and evicting the Respondent from the rental premises on March 7, 2024

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

Security Deposit

The Landlord entered into evidence letters sent to the Tenant advising they would be withholding the security deposit to apply to damages and rental arrears. The Landlord also provided a letter outlining the rental arrears account, damages, security deposit paid and interest earned. The letter indicated the Tenant paid \$1,451.00 as a security deposit and the interest earned was \$0.42. The total amount retained was \$1,451.42.

Rental arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was September 27, 2023. The statement also included damage charges in the amount of \$26,218.42. Damages are not considered arrears.

The lease statement also indicated the Tenant had accumulated rental arrears in the amount of \$386.00. After deducting the arrears from the security deposit, there is a zero balance for rental arrears. The claim for rental arrears is **denied**.

The remaining \$1,065.42 of the security deposit was put towards the damages.

Damages

The Landlord claimed costs associated for damages during the tenancy. Entered into evidence was the tenant check-in/out unit condition report, damage claim costs, invoices, and photographs.

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.

I reviewed the evidence provided to determine if the Respondents were responsible for the damages, cleaning, and if the costs for the work were reasonable.

The following are the amounts claimed and my findings by invoice:

- **\$924.00 claimed and approved** - Invoice #13716A - Building owner charged landlord \$800.00 for the removal 3 couches dumped inside the building. Two dump runs required. \$124.00 charged for administration fee and GST by Landlord. Landlord verified footage showing the Tenant was responsible. **Supported by evidence and testimony.**
- **\$924.00 claimed and approved** - Invoice #132075A - Building owner charged landlord \$800.00 for hazardous waste clean up for a person urinating in hallway and entering Tenant's rental premises. Camera footage available. \$124.00 charged for administration fee and GST by Landlord. Landlord asked to verify. Building owner was unable to provide footage but did identified the person as a guest of the Tenant. **Supported by evidence.**

- **\$2,500.00, claimed and approved** - Invoice #132776A - Building owner charged back a fire alarm call out for false alarm. Landlord's representative verified video footage. **Supported by evidence and testimony.**
- **\$3,206.47 claimed and approved** - Invoice #133467A - Dump fees for removal of items in unit. Items disposed of based on hygiene and Tenant did not retrieve items. **Supported by evidence and testimony.**
- **\$500.00 claimed and approved** - Invoice #132797 - Building owner charge back for Fire Department call out. Burnt food in Tenant's unit. **Supported by Evidence.**
- **\$2,005.50, claimed and approved** - Invoice #132796A - Building owner charged back for Tenant's guest damaging hallway fire door. Landlord's representative verified video footage. **Supported by evidence and testimony.**
- **\$2,656.50 claimed and approved** - Invoice #133467A - Building owner charged back for Tenant's guest smashing window for the separation door. Landlord's representative verified video footage. **Supported by evidence and testimony.**
- **\$13,501.95 claimed and approved** - Building owner estimate d for repairs. Extensive damage throughout rental premises. **Supported by evidence and testimony.**

\$ 26,218.42	Total damages claimed and approved
\$ 1,065.42	Security Deposit
\$ 25,153.00	Balance owing on damages

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

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of cleaning and repairs in the amount of \$25,153.00 (twenty-five thousand one hundred fifty-three dollars).

Jerry Vanhantsaeme
Rental Officer