

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

KC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2024

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: November 13, 2024

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KC as the Respondent/Tenant was filed by the Rental Office October 3, 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 October 7, 2024.

The Applicant alleged the Respondent repeatedly failed to pay rent when due and in full and had accumulated rental arrears and damages to the rental premises. An order was sought for the payment of rental arrears and costs of repairs.

A hearing was scheduled for November 12, 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 Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. At the hearing, I reserved my decision for the Applicant to provide requested documentation and to further review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a fixed term tenancy agreement between the parties from June 2, 2015 to December 31, 2015. After which time, converted to a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

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

Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account. The statement indicated the Tenant's rent varied based on income and the calculated rent monthly at the time of the application was \$1,295.00.

The statement shows the last time the Tenant had a zero or positive balance was June 30, 2023. The statement also included damage charges in the amount of \$2,524.20. Damages are not considered arrears. The statement also indicated the Tenant had accumulated rental arrears in the amount of \$2,285.00.

During the hearing, the Landlord's representative said the Tenant typically pays rent. They also testified there have been no payments towards the rent account since the application had been made. To support the claim, the Landlord provided a payment statement indicating the payments charged/paid, a letter regarding the final inspection of the rental premise, and the current rent owing.

The Rental Officer requested, and was provided, an updated statement of account. The statement of account supports the Landlord's claim. The statement also showed the Tenant had failed to pay the rent for October and November 2024.

I am satisfied the lease ledger accurately reflects the current status of the Tenant's rent account. I find the Tenant has repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$3,580.00.

Damages

The Applicant claimed costs for repair of damages to a previous rental premises. Entered into evidence was the tenant check-in/out unit condition report, notices letters to the Tenant regarding damages, and a final inspection letter with a copy of what the Landlord was claiming for damages. The Rental Officer requested clarification on the cost for a window and whether the repair had been completed.

The Rental Officer reviewed the claim with the evidence provided to determine if the Tenant was responsible for the damages, cleaning, and if the costs for the work were reasonable.

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

- **\$66.00 claimed** - Exterior - Repair 4 nail holes in siding on right side of door. Photo evidence shows holes, inspection report indicates holes were there on move-in with nothing on the move-out. **Claim denied.**
- **450.00 claimed and approved** - Entire unit - Cleaning required. Washing of walls, removal of stickers, stains on walls/trim and marks in bathtub. **Supported by evidence.**
- **\$66.00 claimed and approved** - Entrance - patching wall and corner beads. **Supported by evidence.**
- **\$660.00 claimed and approved** - Living room - replace screen, repair corner beads, replace and install interior window with broken pane. Landlord's representative confirmed cost of window repair was quoted internally. Contractor would complete work. **Supported by evidence.**

- **\$198.00 - claimed and approved** - Kitchen - patching of walls. **Supported by evidence.**
- **\$66.00 claimed and approved** - Laundry room - patching wall. **Supported by evidence.**
- **\$264.00 claimed and approved** - Staircase - repairs to walls and corner bead due to cut in drywall. **Supported by evidence.**
- **\$132.00 claimed and approved** - Hallway (upstairs) - repair patch to wall between hall and stairs. **Supported by evidence.**
- **\$132.00 claimed and approved** - Bathroom - repair to walls for indent and water damage. **Supported by evidence.**
- **\$76.00 claimed and approved** - Master bedroom - replace door stopper and repair trim due to damage from door knob. **Supported by evidence.**
- **\$228.00 claimed and approved** - Bedroom #2 - replace door stopper, repair walls, replace receptacle covers. **Supported by evidence.**
- **\$66.00 claimed and approved** - Bedroom #3 - patching wall. **Supported by evidence.**

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|--------------------|--------------------------------|
| \$ 2,338.00 | Total damages approved |
| \$ 116.90 | GST |
| \$ 2,454.90 | Approved costs with GST |

Based on the evidence provided and testimony of the Landlord's representative, I find the Respondent responsible for damages to the rental premises in \$2,454.90.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$3,580.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$2,454.90 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer