

IN THE MATTER between **HNT**, Applicant, and **LU and BC**, Respondents;

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 **hamlet of Fort Resolution in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**LU AND BC**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 22, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MU, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 24, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against LU and BC as the Respondents/Tenants was filed by the Rental Office October 31, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was personally served on the Respondents on November 19, 2024.

The Applicant alleged the Respondents abandoned the rental premises, failed to pay rent on time and in full, resulting in the accumulation of rental arrears, and caused damages to the rental premises. An order was sought for payment of arrears and costs of repairs to the rental premises.

A hearing was scheduled for November 28, 2024, but upon request rescheduled for the Applicant to provide updated evidence. The Rental Officer also expressed concerns on service as the application package had been served on one Respondent at the Applicant's place of work and the possibility of the second Respondent not being aware of a pending hearing. The Rental Officer directed the Applicant to serve second Respondent.

The hearing was scheduled for January 22, 2025, by three-way teleconference. MU appeared representing the Applicant. The Respondents 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)*. At the hearing, I reserved my decision for the Applicant to provide requested documents and to further review the evidence and testimony.

#### *Tenancy Agreement*

Evidence was provided establishing a month-to-month residential tenancy agreement between the parties for subsidized public housing from June 16, 2022 to August 13, 2024 when the Landlord deemed the Tenants abandoned the rental premises.

I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

### *Previous orders*

Rental Officer Order #18029, dated October 10, 2023, required the Respondents to pay \$6,080.42 in rental arrears, terminate the tenancy agreement on October 31, 2023 and evict the Respondents from the rental premises on November 1, 2023.

From this point forward the Applicant/Landlord will be known as the Landlord and the Respondents/Tenants is known as the Tenants.

### *Security deposit*

The Landlord entered into evidence a Security Deposit Refund Statement. The statement indicated as of August 16, 2024, the Tenants paid a \$700.00 security deposit and interest earned was \$2.64, for a total of \$702.64. The Landlord provided notice to the Respondents the \$702.64 was to be retained and applied to the arrears.

### *Arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenants' rental account. The statement indicated the Tenants' rent varied based on income and the calculated rent monthly at the time of the application was \$580.00.

The statement shows the last time the Tenant had a zero or positive balance was October 28, 2022. The statement also showed no payments were made towards rent since Rental Officer Order #18029 was issued and the rental premises was deemed abandoned. To support the Landlord's claim were arrears notice letters to one or both tenants, and a repayment agreement from prior to a Rental Officer Order being issued.

The Landlord applied the security deposit and received a CRA remittance for an outstanding claim.

The statement indicated the last day of the tenancy was August 16, 2024. The Rental Officer questioned why that date was used when the Landlord deemed the tenancy terminated on August 13, 2024. The Landlord's representative noted the error and committed to adjust and provide an updated statement. An updated statement was provided.

After deducting the security deposit, and balance owed for the previous Rental Officer Order and CRA remittance, the Tenants accumulated \$9,960.36 in new rental arrears.

I am satisfied the statement accurately reflects the current status of the Tenants' rent account. I find the Tenants repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$9,960.36.

### *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, and photographs. The Landlord's representative testified the costs charged are the Foreman's estimates. The Rental Officer questioned and was advised the estimate includes materials and labour. The Landlord's representative also testified the rental premises was renovated in 2017 and was occupied by one of the Tenants under a sole tenancy and then changed to a joint tenancy.

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 and if the costs for the work were reasonable. Depreciated values were considered for useful life of building elements.

The following amounts claimed and my findings by rooms:

- **\$1,230.00 claimed - Entrance** - replacement of exterior door (\$935.00), replacement of interior door (\$115.00) painting of floor (\$180.00). Useful of an exterior and interior doors is 20 years. Useful life remaining is 13-years. Depreciated value for the exterior door is \$46.75 per year.  $\$46.75 \times 13 \text{ years} = \mathbf{\$607.75}$ . Depreciated value for the interior door is \$5.75 per year.  $\$5.75 \times 13 \text{ years} = \mathbf{\$74.75}$ . Useful life of paint is 8-years. Useful life remaining is 1-year. Depreciated value for the paint is \$22.50 per year.  $\$22.5 \times 1 \text{ year} = \mathbf{\$22.50}$ . Total approved costs is **\$704.50. Supported by Evidence.**
- **\$764.00 claimed and approved - Kitchen** - replacement of fridge (\$764.00). Power was cut off to unit. Fridge contents were rotten and was required to be replaced. Tenants had the ability to address the contents and neglected to do so. **Supported by Evidence.**

- **\$240.00 claimed - Bedrooms** - replacement of door (\$240.00). Useful life of interior doors is 20 years. Useful life remaining is 13-years. Depreciated value is \$12.00 per year. \$12.00 x 13 years = **\$156.00**. Total approved cost is **\$156.00. Supported by Evidence.**
- **\$340.00 claimed - Bathroom** - replacing silicone on tub surround (\$180.00), replace missing hardware (\$165.00). Landlord withdrew claim. **\$0.00 awarded.**
- **\$240.00 claimed - Laundry** - replacement of door (\$240.00). Useful life of interior doors is 20 years. Useful life remaining is 13-years. Depreciated value is \$12.00 per year. \$12.00 x 13 years = **\$156.00**. Total approved cost is **\$156.00. Supported by Evidence.**
- **\$3,000.00 claimed - Interior patch and paint** - Extensive damage to walls throughout rental premises. Useful life of paint is 8-years. Remaining useful life is 1-year. Evidence showed extensive drywall repair required throughout prior to painting which is not considered normal wear and tear. Rental Officer estimate reasonable cost for repairs outside of normal wear and tear is **\$2,000.00. Supported by evidence.**

<b>\$ 3,780.50</b>	<b>Total approved costs</b>
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Based on the evidence provided and testimony of the Landlord's representative, I find the Tenants responsible for the cost of repairs in the amount of \$3,780.50.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$9,960.36 (p. 41(4)(a)).
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$3,780.50 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer