

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

SA

Respondent/Tenant

AMENDED REASONS FOR DECISION

Date of the Hearing: February 4, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: February 4, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SA as the Respondent/Tenant was filed by the Rental Office December 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 December 13, 2024.

The Applicant alleged the Respondent was transferred between rental properties and had caused damages to her former rental premises. An order was sought for the payment of damages.

A hearing was held February 4, 2025, 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 for the Applicant to provide requested documentation to support the claim, and review the evidence and testimony provided.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #10-12744, dated May 9, 2012, required the Respondent to comply with their obligation to pay for electricity and not breach that obligation again.

Rental Officer Order #18111, dated January 30, 2024, required the Respondent to pay \$480.00 in rental arrears and \$3,690.23 in repair costs.

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

Lease balance statement

The lease balance statement entered into evidence indicated \$3,510.67 was paid toward damages. On February 3, 2025, an updated lease balance statement was provided and indicated another \$100.00 was paid towards the damages, for a total of \$3,610.67. As the Landlord was seeking a claim for \$2,499.00. the amount received will be applied to Rental Officer Order #18111, leaving a balance for damages in the amount of \$79.56 remaining on the outstanding Rental Officer Order.

Damages

The Landlord claimed costs for repair of damages to the rental premises. Entered into evidence was the lease balance statement indicating the damage costs and payments made towards the damages claim of \$3,690.23 for Rental Officer Order #18111, the tenant check-in/out unit condition report, invoice damages to the Tenant, photographs, building owner estimate for damages, letters to the Tenant advising the costs, and a lease balance statement recording costs and payments made towards the damages.

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:

- **\$131.25, claimed and approved** - Invoice #133465A - Invoice was not included in the application packaged. Invoice and supporting documents requested and provided by the Landlord. Claim is in relation to a lock changed to rental premises as there was no record of a key being returned. **Supported by evidence.**
- **\$2,367.75, claimed and approved** - Building owner estimate: **kitchen** drawer replacement (\$150.00), fridge, replace and install crisper (\$150.00), **Living room** corner bead repair (\$300.00), patch wall (\$500.00), install curtain rods, blinds broken (\$150.00), **Storage room** replace door stopper (\$50.00), **Bedroom 1**, install curtain rod (\$150.00), **Bedroom 2**, corner bead repair (\$300.00), install curtain rod (\$150.00), **Bedroom 3** install curtain rod (**\$150.00**), **Administration fee** (\$205.00), **GST** (\$112.75). **Supported by evidence and testimony.**

\$ 2,499.00	Total approved costs
--------------------	-----------------------------

Based on the evidence provided, and testimony of the Landlord's representative, I find the Tenant responsible for damages to the rental premises in \$2,499.00.

Order

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$2,499.00 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer