

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

DB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 4, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	February 4, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against DB 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 on December 13, 2024 and by registered mail and deemed served on January 21, 2025.

The Applicant alleged the Respondent caused damages to a 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 to further review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a tenancy agreement between the parties for subsidized public housing from October 28, 2020 to October 24, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

Previous orders

Rental Officer Order #18400, dated October 3, 2024, required the respondent to pay \$5,077.00 in rental arrears, pay future rent on time, report household income in accordance with the tenancy agreement and not breach that obligation again. Pay \$8,960.71 in tenant damages and terminate the tenancy agreement on:

- (a) October 31, 2024, unless the household income is reported in accordance with the tenancy agreement, \$500.00 is paid towards the arrears and tenant damages, the monthly rent for October is paid in full and there are no further disturbances caused by the Respondent or their guests;
- (b) November 30, 2024, unless \$500.00 is paid towards the arrears and tenant damages, the monthly rent for November is paid in full and there are no further disturbances caused by the respondent or their guests; and

- (c) December 31, 2024, unless \$500.00 is paid towards the arrears and tenant damages, the monthly rent for December is paid in full and there are no further disturbances caused by the Respondent or their guests; and

evicting the Respondent from the rental premises:

- (a) November 1, 2024, if the termination of the tenancy becomes effective October 31, 2024;
- (b) December 1, 2024, if the termination of the tenancy becomes effective November 30, 2024; and
- (c) January 1, 2025 if the termination of the tenancy becomes effective December 31, 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 a letter sent to the Tenant advising they would be withholding the security deposit plus interest, and any rent balance has been applied to tenant damage, leaving a final balance of \$15,748.22 owing. The letter broke down the list of charges and credits applied to the account, which included the rent and damages owing, security deposit paid, interest earned, and the final damages claim. The letter is confusing as it does not specifically inform exactly where the security deposit and interest were applied.

Lease balance statement

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. The calculated rent monthly at the time of the application was \$1,625.00. The statement shows the last time the Tenant had a zero balance was July 1, 2023.

The statement also showed the Tenant had accumulated \$1,258.00 in rental arrears since Rental Officer Order #18400 was issued. The statement also included two claims for damages for a total cost of \$1,904.18. Damages are not considered arrears.

After deducting the arrears from the security deposit, there is a **zero balance for rental arrears**. The remaining \$193.67 of the security deposit was put towards the damages. The Landlord's representative clarified the calculation.

Damages

The Landlord claimed costs associated for damages during the tenancy. Entered into evidence were 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.

The Rental Officer questioned the invoice for the movers and the cleaners and possibility of a double charge. The Landlord's representative clarified disposal of personal items and cleaning were separate charges.

I reviewed 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:

- **\$589.58, claimed and approved** - Invoice #135093A - moving company to remove and dispose of items to the Yellowknife solid waste facility. Exit inspection report indicates family gave permission to dispose of items left behind. **Supported by evidence and testimony.**
- **\$1,314.60, claimed and approved** - Invoice #135102A - Landlord's accounting of damages to the rental premises:
 - ▶ **\$450.00** - full cleaning of the rental premises. **Supported by evidence.**
 - ▶ **\$350.00** - steam cleaning carpets of rental premises. **Supported by evidence.**
 - ▶ **\$260.00** - replace window screens and reinstall blinds. **Supported by evidence.**
 - ▶ **\$132.00** - repair cabinet below sink. **Supported by evidence.**
 - ▶ **\$60.00** - replace window screens. **Supported by evidence.**
 - ▶ **\$62.60** - GST.

\$ 1,904.18	Total damages claimed and approved
\$ 193.67	Security deposit applied
\$ 1,710.51	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 \$1,710.51.

Jerry Vanhantsaeme
Rental Officer