

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

**BC**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 5, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>February 6, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA as the Applicant/Landlord against BC as the Respondent/Tenant was filed by the Rental Office Dec 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 registered mail and deemed served on January 20, 2025.

The Applicant alleged after the Rental Officer issued an “Order and Eviction Order”, the Respondent abandoned the rental premises and had accumulated rental arrears and tenant damages. An Order was sought for payment of arrears and damages to the rental premises.

A hearing was scheduled for February 5, 2025, 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)*. I reserved my decision to further review the evidence and testimony.

#### *Service of documents*

A review of the application noted the Applicant deemed the rental premises as abandoned. The Rental Officer questioned the service of application packaged by registered mail to the last known address and as to whether the Landlord had any other means of communications with the Respondent such as email. The Applicant’s representative stated they did not have an email and was unable to communicate with the Respondent. The Applicant’s representative stated there have been previous instances where the Respondent had been away for extended periods, then returned to the rental premises. Section 71(1) of the Act and subsection 4(2) of the *Regulations* outlines requirements for service of documents.

#### Residential Tenancies Act

71. (1) A notice or other document to be served on or given to a landlord, tenant or rental officer, must be served or given by:

- (a) personal service;
- (b) registered mail;
- (c) fax, if a fax number is provided; or
- (d) a method set out in the regulations.

- (5) A notice or other document served or given by registered mail is deemed to have been served on the seventh day after mailing.

Residential Tenancies Regulations

- 4(2) For the purpose of subsection 71(1) of the Act, a notice or other document to be served on or given to a landlord, tenant or rental officer may be served or given by e-mail if the receiver provides his or her email address to the sender for that purpose.

As the Respondent did not provide an alternated address or means of communications and the fact there was a possibility the Respondent could still access the mail, I am satisfied Landlord utilized the only means available for service.

*Tenancy agreement*

Evidence provided establishing a fixed term tenancy agreement for subsidized public housing was in place from December 3, 2015 to June 30, 2016. After which time, the tenancy continued as a month-to-month tenancy until the rental premises was deemed abandoned by the Applicant on September 10, 2024. 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.

*Previous orders*

Rental Officer Order #16245, dated December 3, 2018, required the Tenant to pay \$5,180.00 in rental arrears by paying a lump sum payment of \$1,500.00 by November 30, 2018 then monthly payments of \$1,000.00 per month before the last Monday of every month commencing December 2018. Terminating the tenancy agreement on February 26, 2019, unless the \$6,330.00 has been paid, and eviction becoming effective on February 27, 2019.

Rental Officer Order #17225, dated May 7, 2021, required the Tenant to pay \$1,585.00 in rental arrears, pay rent on time in the future, terminate the tenancy agreement June 15, 2021 unless the rental arrears and the monthly subsidized rent for June are paid in full and should the tenancy be terminated, evicted the Tenant from the rental premises on or after June 16, 2021.

Rental Officer Order #18248, dated May 22, 2024, required the Tenant to pay \$10,574.00 in rental arrears and \$75.08 in repair costs, terminating the tenancy agreement on June 30, 2024 and evicted the Tenant from the rental premises on July 1, 2024.

### *Security deposit*

The Landlord entered into evidence a letter sent to the Tenant advising they would be withholding the security deposit. The letter outlined the rent and damages owing, security deposit paid, interest earned, and the final amount owed to the Landlord. The letter indicated the Tenant paid \$1,625.00 as a security deposit and the interest earned was \$4.55. The total amount retained was \$1,629.55. The total amount claimed for the tenancy was \$16,601.89, which included Rental Officer Order #18248.

### *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 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:

- **\$56.43, GST included - claimed and approved** - Invoice 133204A - bagging and removing clothing belonging to the Tenant. **Supported by evidence and testimony.**
- **\$909.30, GST included - claimed an approved** - Damages claim identified by move-out inspection. Cleaning costs (\$450.00), removal of items left after rental premises (\$66.00), wall repair in living room (\$132.00), remove hooks from wall and rehang radiator panels in bedroom (\$198.00), replace oven light bulb (\$10.00), rehang light globe (\$10.00).

**Supported by testimony and evidence.**

\$ 965.73	Total damages approved
\$ 1,629.55	Security deposit
\$ 663.82	Security deposit credit

I am satisfied the Landlord's claim for damages is valid. After applying the security deposit to the damages, I find the cost of repairs has been satisfied and the \$663.82 credit balance of the security deposit to be applied to rental arrears.

#### *Rental 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. At the time of the application, the monthly rent charged was \$1,625.00. The statement also includes CRA remittances in the amount of \$3,675.37 and two damage charges for a total of \$965.73. CRA remittances are payments towards previous rental officer orders. Damages are not considered arrears. The statement indicates the Tenant failed to pay rent from the date the previous Rental Officer Order was issued, accumulating \$10,292.00 in new rental arrears.

The Landlord's representative testified the Tenant had not provided income information in order to calculate rent since prior to the previous Rental Officer Order to the date the tenancy was ended. The Landlord's representative confirmed should the Tenant provide income information covering the time line of the tenancy, the rent charges could be recalculated.

Prior to the hearing, an updated statement was provided and showed another CRA remittance for \$236.50. The Landlord's representative clarified the CRA garnishments are put towards the outstanding Rental Officer Order and not the current rent.

After deducting the \$663.82 security deposit balance from the outstanding rental arrears, I find the Tenant accrued rental arrears in the amount of \$9,628.18.

I am satisfied the statement accurately reflects the current status of the Tenant's rent account. I find the Tenant's repeatedly failed to pay rent when due and accumulated rental arrears in the amount of \$9,628.18.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$9,628.18 (p. 41(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer