

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

**KT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 26, 2025

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** February 26, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KT as the Respondent/Tenant was filed by the Rental Office January 13, 2025. 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 January 17, 2025.

The Applicant alleged the Respondent was evicted. The Respondent failed to pay rent in full and caused damages to the rental premises. An order was sought for payment of rental arrears and damages.

A hearing was scheduled for February 12, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Rental Officer adjourned the hearing *Sine die*, to return at a later date, as the Applicant's claim was missing information need for review prior to the hearing. The Applicant was directed to serve all parties the missing information in accordance with the Act. The hearing reconvened on February 26, 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 as provided for in subsection 80(2) of the Residential Tenancies Act. At the hearing, I reserved my decision for the Applicant to verify information requested and to further review the evidence and testimony.

#### *Tenancy agreement*

Evidence provided establishing a month-to-month tenancy agreement between the parties running from October 29, 2020 until the Respondent was evicted on July 22, 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 #18182, dated April 26, 2024, terminated the tenancy agreement on April 30, 2024 and evicted the Respondent from the rental premises on May 1, 2024.

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

### *Security deposit*

The Landlord entered into evidence letters sent to the Respondent regarding damages and retention of the security deposit. Also provided was a letter outlining the arrears, damages, security deposit paid and interest earned. The letter indicated the Tenant paid \$1,451.00 as a security deposit and the interest earned was \$0.56. The total amount retained was \$1,451.56. The letter also noted the final damages being claimed on the final inspection was \$5,815.43.

### *Arrears*

The lease balance statement entered into evidence represent the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was July 1, 2023. The statement included \$9,051.67 in tenant damages and \$600.00 paid towards damages.

Damages are not considered arrears.

The lease statement also indicated the Tenant had accumulated rental arrears in the amount of \$1,121.49. After deducting the arrears from the security deposit, there is a zero balance for rental arrears. The remaining \$330.07 of the security deposit was put towards the damages.

### *Damages*

The Landlord claimed costs for repair of damages to a previous rental premises. Entered into evidence were invoices, the Tenant's check-in/out unit condition report, notices letters to the tenant regarding damages, and a final inspection letter containing the Landlord damage claim.

It was noted the exit inspection took place 3-months after the eviction occurred. The Rental Officer questioned why. The Landlord's representative testified they worked with the Tenant to remove personal items from the rental premises. It was also noted the Tenant did not attend the exit inspection. The Landlord's representative could not verify if the Tenant was aware when the exit inspection was occurring.

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 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:

- **\$288.75, claimed and approved**, invoice 130721 - damage to building door caused by Tenant's guest. Damage payment made by Tenant 5 days later. Landlord's representative could not confirm they saw the video footage of the incident. **Supported by evidence.**
- **\$646.80, claimed and approved**, invoice 130403 - key replacement, numerous keys replaced. Tenant signed key record. **Supported by evidence.**
- **\$161.70, claimed and approved**, invoice 131048 - key replacement. Tenant signed key record. **Supported by evidence.**
- **\$924.00, claimed and approved**, invoice 132077A - hazardous waste cleanup, security report indicates video footage recorded Tenants guest went into the hall and vomited, then returned to Tenant's rental premises. **Supported by evidence.**
- **\$462.00, claimed and approved**, invoice 132428A - garbage cleanup. Building owner maintenance charge back and invoice has Tenants guest dumping garbage in the hall. Camera footage confirmation. **Supported by evidence.**
- **\$753.19, claimed and approved**, invoice 134765A - dump fees for removal of garbage. **Supported by photo evidence and testimony.**
- **\$5,815.43, claimed**, building estimate - tenant damage based on exit inspection after eviction.
  - ▶ **\$550.00**, cleaning of rental premises. **Approved, supported by evidence;**
  - ▶ **\$2,700.00**, patch and prime walls and holes prior to painting. **Approve, supported by evidence;**
  - ▶ **\$100.00**, front entrance - reinstall smoke detector. **Approved, supported by evidence;**
  - ▶ **\$645.00**, dining / living room - replace two window screens (\$250.00), reinstall radiator panels (\$200.00), reinstall light bulbs and globe (\$120.00), reinstall three receptacles (\$75.00). **Approved, supported by evidence.**
  - ▶ **\$120.00**, kitchen - reinstall light bulbs and globe. **Approved, supported by evidence.**
  - ▶ **\$200.00**, bathroom - repair door trim (\$100.00), unclog sink (\$100.00). **Approved, supported by evidence.**

- **\$720.00**, master bedroom - reinstall radiator panel (\$200.00), install new light fixture (\$120.00), reinstall missing closet door (\$200.00), provide window coverings (\$200.00). The useful life of a closet door is 20-years and blinds can range from 10 - 20 years. The Landlord confirmed the closet door and blinds were new when they obtain the rental premises in 2015. This would leave 11-years of useful life remaining on the door and 6-years on the blinds. Depreciated value for the closet door is \$200.00 / 20-years = \$10.00 per year. \$10.00 x 11-years = **\$110.00 for the closet door**. To determine cost of the blinds, an average will be taken using 15-years of useful life. Depreciated value is \$200.00 / 15-years = \$13.33 per year. \$13.33 x 6-years = **\$80.00 for the blinds**. **Total approved costs \$510.00. Supported by evidence.**

\$4,825.00 damages approved, \$482.50 administrative fee, \$265.38 GST. **\$5,572.88**  
**Approved cost**

\$ 8,809.32	Total approved damage costs
\$ 600.00	Damage payments recorded
\$ 330.07	Security deposit balance
\$ 7,879.25	Total approved costs

I am satisfied the Tenant is responsible for the costs of repairs in the amount of \$7,879.25.

*Order*

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$7,879.25 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer