

IN THE MATTER between **PC**, Applicant, and **LC**, 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 **town of Inuvik in the Northwest Territories**;

BETWEEN:

PC

Applicant/Landlord

-and-

LC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 18, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PC, representing the Applicant
LC, representing the Respondent

Date of Decision: March 18, 2025

REASONS FOR DECISION

An application to a rental officer made by PC as the Applicant/Landlord against LC as the Respondent/Tenant was filed by the Rental Office February 11, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent on February 25, 2025.

The Applicant alleges the Respondent failed to pay rent in full and on time resulting in rental arrears. The Respondent also caused damages to the rental premises and left the rental premise in an unclean state. An order was sought for payment of arrears and for costs of repairs and cleaning.

A hearing was scheduled for March 18, 2025, by three-way teleconference. PC appeared representing the Applicant. LC appeared representing the Respondent. I reserved my decision to further review the evidence and testimony.

Tenancy agreement

The parties entered into a tenancy starting September 1, 2024 to January 16, 2025. No written tenancy agreement was signed between the partes.

The Act states a tenancy agreement may be oral, written, or implied. Until such time as the signed tenancy agreement can be provided, the tenancy can be deemed to be an implied tenancy in accordance with the Act.

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

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

Security deposit

The Landlord testified they had received \$1,500.00 for a security deposit. The Landlord retained the security deposit to cover cleaning costs incurred from the tenancy. The Landlord did not calculated interest on the security deposit. The Rental Officer determined from the start of the tenancy to when the Tenant vacated interest earned was \$0.06. Total amount retained by the Landlord was \$1,500.06.

The Rental Officer questioned and was advised the security deposit had been applied to cleaning costs.

Cleaning costs

The Landlord claimed \$1,400.00 for cleaning costs of the rental premises. The Landlord stated the rental premises was left unclean.

To support the Landlords claim was a cleaning invoice paid as cash. The invoice indicated the rental premises required an entire cleaning. This included washing and sanitizing of ceilings and walls, all appliances, toilet, tub, sink, washer and dryer, and kitchen cabinets as well as vacuuming of carpets, couches and mattress, plus steam cleaning.

The Tenant disputed the cleaning costs as they had cleaned up the refrigerator and stove as well as behind them. They had talked to the Landlord's spouse and advised them they were leaving items in the cupboards.

I find the claim for cleaning to be valid. After applying the security deposit the cost for cleaning is covered and the remaining \$100.06 is to be applied towards damages.

Damages

The Land claimed costs of repairs to the rental premises in the amount of \$3,074.13. The damages were broken down as follows: \$174.72 for lock replacement and \$2,899.41 for plumbing.

The Landlord testified a lock was replaced as the Tenant did not return a key and the plumbing required repair as the toilet pump-out had been damaged as improper items were used and placed in the toilet.

The Tenant did not dispute the toilet claim. The Tenant did dispute the locks being changed. The Landlord verified only one lock was changed. The Rental Officer advised and the Landlord acknowledged only the cost of one lock would be covered.

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 my findings:

- **\$2,899.41 claimed and approved**, Cost of toilet repair. Tenant did not dispute the claim. Evidence noted \$1,000.00 had been paid towards the charge. **Supported by evidence and verified by the Landlord.**
- **\$174.69 claimed**, Lock change. Parties agreed only one lock was changed. Cost for one lock was \$87.36. **Total approved cost \$87.36. Supported by evidence and testimony.**

\$ 2,986.77	Total damages approved
\$ 1,000.00	Amount paid towards damages by Tenant
\$ 100.06	Remainder of Security deposit
\$ 1,886.71	Balance owing for damages

I am satisfied the Tenant is responsible for damages in the amount of **\$1,886.71**.

Arrears

The parties agreed the monthly rent charge was \$1,500.00. The Tenant vacated the rental premises on January 16, 2025 without advising the Landlord. The Tenant also did not pay the rent charge for January.

The Tenant did not dispute the claim but did state the rental premises was occupied by a new renter shortly after their departure. The Landlord stated new Tenants did not enter the rental premises until the end of the month as the rental premises needed to be cleaned.

I find the Tenant failed to pay the rent for January in accordance with the tenancy. I find the Tenant accrued rental arrears in the amount of \$1,500.00.

Determinations

The Tenant acknowledged there were debts owing to the Landlord regarding the tenancy. The Tenant wished to make multiple payment in-order-to clear the debt. The Tenant proposed dates to cover the balance. The Rental Officer advised calculations would need to be completed. Rather than putting forward a payment plan, an order would be issued for the full amount owing and the parties could arrange an agreeable payment plan between themselves.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord in the amount of \$1,500.00 (p. 41(4)(a)); and
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$1,886.71 (p.42(3)(e)).

Jerry Vanhantsaeme
Rental Officer