

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 **Janice Laycock**, Rental Officer, regarding a
rental premises located within the **community of Behchoko in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LE, CM, RM representing the Applicant

Date of Decision: March 19, 2025

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against SA as the Respondent/Tenant was filed by the Rental Office on February 18, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on February 19, 2025.

The Applicant claimed that at the end of their tenancy, the Respondent had rent owing, has a balance owing on their security deposit and was responsible for costs to repair damages and cleaning. An order was sought for payment of rental arrears, the outstanding security deposit, and repair of damages.

A hearing was held on March 12, 2025, by three-way teleconference. LE, CM, and RM appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided sufficient notice of the hearing in person on February 19, 2025, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Preliminary matters

At the hearing, the Applicant clarified that the address for the Respondent in the application is incorrect and it should be amended to X, Behchoko, Northwest Territories. I agreed to amend the address accordingly.

Previous orders

Previous Rental Officer Order file #18380 HNT v SA was issued September 17, 2024, required the Respondent to pay rental arrears in the amount of \$5,978.61, to pay their rent on time, to pay the outstanding security deposit in the amount of \$1,049, termination of their tenancy agreement and required the Respondent to vacate the rental premises on December 31, 2024, unless the rental arrears are paid in full and monthly subsidized rents for October, November, and December 2024, are paid in full. If the tenancy agreement is terminated the Respondent will be evicted on January 1, 2025.

Tenancy agreement

The Applicant provided, as evidence, a copy of the written tenancy agreement between the parties for subsidized public housing commencing on July 26, 2023 and continuing month to month. Subsidized rent was \$150 per month. The Applicant testified that the tenancy was terminated when the Respondent vacated the rental premises on December 13, 2024.

I am satisfied a valid tenancy agreement was in place in accordance with the Act. This agreement was terminated on December 13, 2024.

Rental arrears

The updated lease balance statement dated March 11, 2025, was provided as evidence. This statement represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. According to the updated statement, since Rental Officer Order file #18380 was issued, the Respondent has accrued further rental arrears totalling \$363. I am satisfied the statement accurately reflects the current status of the Respondent's rent account and find at the end of their tenancy they had rental arrears that can be ordered totalling \$363.

Repair of damages and cleaning

The Applicant claimed costs for repair of damages and cleaning in the amount of \$2,190, and provided as evidence Invoice #59643 dated January 26, 2025, dealing work and costs; the condition rating from January 20, 2025; and the tenant check-in/out report dated December 16, 2024; as well as photos. The costs claimed include:

- \$1,400 - main entry and porch - including \$1,200 to replace exterior door and \$150 to replace door trim, and \$50 to clean closet and floor;
- \$125 - kitchen - clean kitchen stove, range hood, cabinets and counter, sink, floor;
- \$80 - living room - \$55 clean windows and floor, \$25 replace/repair switches, outlets and fixtures;
- \$110 - bedroom - \$85 cleaning, \$25 repair/replace switches;
- \$425 - bathroom - \$125 cleaning, \$300 replace door;
- \$25 - utility room - clean; and
- \$25 - hallway - clean.

\$2,190 TOTAL (cleaning total \$490, repairs \$1,700)

At the hearing, I asked the Applicant to explain what the damage was to the exterior door and why they found the Respondent was responsible for the costs totalling \$1,200 to replace the door. Was it possible that this damage was caused by someone else trying to force their way into the rental unit?

The Applicant pointed out that the door was split down the middle and needed to be replaced, and they referred to the photo showing this. They stated they did not know what had happened that resulted in this damage, but that the Respondent had not reported it or filed an RCMP report.

Under subsection 42(1) of the Act, a tenant is responsible for repair of damages to the rental premises caused by their wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant. It is up to the Applicant to support their claim for costs. Although it is clear that the door is damaged and needs to be replaced, it is not clear from the evidence and testimony that the door was damaged by the Respondent or their guests or by someone else. As a result, I am not satisfied that the Respondent is responsible for \$1,200 to replace the exterior door and deny this part of the claim. I find other costs claimed for repair of damages and cleaning are supported by evidence and are reasonable and will order \$990 paid.

Security deposit

The Respondent was responsible for paying a security deposit totalling \$1,149, and they paid only \$100 on this amount. Rental Officer Order file #18380 issued on September 17, 2024, required the Respondent to pay the remaining amount on their security deposit totalling \$1,049.

In this application, the Applicant claims the Respondent has not paid this amount and is requesting an order to pay. At the hearing, I stated that this amount was previously ordered and as the Respondent vacated the rental premises and their tenancy is terminated, the Applicant should not enforce the previous order and should return the portion of the security deposit paid, with interest. I calculated the security deposit with interest to be \$100.01.

When this amount is applied against the rent arrears owing of \$363, the amount owing that can be ordered is \$262.99.

Orders

An order will issue:

- requiring the Respondent to pay rent owing in the amount of \$262.99 (p. 41(4)(a)); and
- requiring the Respondent to pay costs for repair of damages and cleaning totalling \$990.00 (p. 42(3)(e) and 45(4)(d)).