

IN THE MATTER between **HNT**, Applicant, and **SS and EM**, Respondents;

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-

**SS AND EM**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 19, 2025

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

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

**Date of Decision:** March 19, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SS and EM as the Respondents/Tenants was filed by the Rental Office February 18, 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 Respondents by personal service on February 21, 2025 and by email and deemed served on February 21, 2025.

The Applicant alleged the Respondents vacated the rental premises with outstanding arrears and caused damages to the rental premises. An order was sought for payment of arrears and damages.

A hearing was scheduled for March 19, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents 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 tenancy agreement between the parties for subsidized public housing from April 1, 2012 to January 3, 2025. 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 Respondents as the Tenants.

#### *Security deposit*

The Landlord entered a letter into evidence regarding the application of the Tenants' security deposit. The Letter outlined the rent account balance, damages, the security deposit amount and interest earned. The letter indicated the Tenants paid \$1,375.00 as a security deposit and the interest earned was \$6.53. The total amount retained was \$1,381.53 and applied to the Tenants outstanding arrears and damages.

### *Arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenants' rent account. The statement indicated at the last time the Tenants were in a zero or positive balance on the rent account was November 12, 2024. The statement included two damage claims for a total of 4,650.34. Damages are not considered arrears.

At the time of the application the Tenants had accrued \$1,420.00 in rental arrears. After applying the \$1,381.53 security deposit, a balance of \$38.47 remains in outstanding.

I am satisfied the lease balance statement accurately reflects the current status of the Tenants' rent account and have accumulated rental arrears in the amount of \$38.47.

### *Damages*

The Landlord claimed the costs associated for damages to the rental premiss during the tenancy. The Landlord's representative testified the Tenants attempted to paint the rental premises contrary to their advice. The Landlord's representative stated the Tenants were told if the work cannot be done in an acceptable manner, their costs could increase. The Landlord stated the painting was not done well. However, due to the extended period of the tenancy, the Landlord did not charge for the cost of painting. Other costs of repairs were charged to the Tenants.

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.

When determining costs, I took into account the useful life of building elements to ensure the costs are to make the Landlord whole and not to profit from the repairs.

The following are the amounts claimed and my findings. GST was removed from costs until the amounts owed was determined.

- **\$477.14 claimed and approved**, Invoice #135750A - charges for removal of garbage left outside of the building dumpster after the Tenants moved out of the rental premises.  
**Supported by evidence and testimony.**

- **\$3,959.00 claimed**, Final Tenant damage estimated, broken down by area:
  - ▶ **\$1,642.00 claimed and approved**, cleaning of entire rental premises (\$450.00), removal and disposal of items left in rental premises (\$132.00), replacement of baseboards due to tenant painting and paint on baseboards (\$1,060.00). **Supported by evidence and testimony.**
  - ▶ **\$231.00 claimed and approved**, entrance - remove of hooks from ceiling and patch (\$33.00), repatch two walls (\$132.00), repatch corner bead (\$66.00). **Supported by evidence.**
  - ▶ **\$100.00 claimed and approved**, kitchen - replace stove element burner trays. **Supported by evidence and testimony.**
  - ▶ **\$598.00 claimed**, bathroom - replace backsplash (\$400.00), refinish cabinet doors due to tenant painting (\$132.00), repatch wall and corner bead (66.00). Useful life of a laminated counter top is 12 years. Counter top was new at the start of the tenancy. Depreciated value is \$400.00 / 12-years = \$33.33 per year. Tenants resided in the rental premises for 5.5-years. \$33.33 x 6.5-years = **\$216.65** approved for backsplash and counter replacement. **Total approved costs \$414.65. Supported by evidence and testimony.**
  - ▶ **\$166.00 claimed**, upstairs walk-in linen closet - sand and patch (\$66.00), replace and install light globe (\$100.00). **Supported by evidence.**
  - ▶ **\$66.00 claimed and approved**, upstairs hallway - remove hooks and patch holes (\$66.00). **Supported by evidence.**
  - ▶ **\$876.00 claimed and approved**, master bedroom - replace door frame (\$350.00), replace and install door latch hardware (\$100.00), replace and install globe (\$100.00), replace hocks and patch holes (\$66.00), replace and install door stopper (\$10.00), paint over black marks on wall of deck on siding (\$250.00). **Supported by evidence and testimony.**
  - ▶ **\$180.00 claimed and approved**, bedroom #2 - replace and install door stopper (\$10.00), replace and install electrical cover (\$10.00), replace and install light globe (\$100.00), replace and install window screen (\$60.00). **Supported by evidence.**
  - ▶ **\$100.00 claimed and approved**, bedroom #3 - replace and install globe (\$100.00). **Supported by evidence.**

\$ 4,252.79	Approved damage costs
\$ 212.64	GST
\$ 4,465.43	Total approved costs

I am satisfied the Tenants are responsible for damages in the amount of \$4,465.43.

*Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$38.47 (p. 41(4)(a)); and
- requiring the Tenants to pay to the Landlord the costs of repairs in the amount of \$4,465.43 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer