

IN THE MATTER between **MM and AA**, Applicant, and **MPM**, 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:

MM AND AA

Applicants/Tenants

-and-

MPM

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 19, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MM, representing the Applicants
	AA, representing the Applicants
	H #3717 - CanTalk Interpreter
	JB, representing the Respondent
	DE, representing the Respondent
<u>Date of Decision:</u>	March 25, 2025

REASONS FOR DECISION

An application to a rental officer made by MM and AA as the Applicants/Tenants against MPM as the Respondent/Landlord 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 Personally on the Respondent on February 19, 2025.

The Applicant alleged the Respondent excessively charging them for damages to the rental premise. A review of the damages was sought to determine if the costs were reasonable.

A hearing was scheduled for March 19, 2025, by three-way teleconference. MM and AA appeared representing the Applicant. JB and DE appeared representing the Respondent. The Rental Officer arranged H from CanTalk to participate as the interpreter. I reserved my decision at the end of the hearing to have both parties provide supporting documentation to the claim and to review the evidence and testimony. Initially I also advised I would not be ruling on the damages. After further review of the evidence and testimony I felt the damages need to be addressed,

Tenancy agreement

Evidence provided established a tenancy agreement starting December 1, 2020 until the tenancy ended on December 2, 2024. The tenancy agreement was signed by all parties.

I am satisfied a valid tenancy was in place.

Tenancy issues

Termination of tenancy

The Tenants claim they resided in the rental premises for close to five years. The Tenants claim they were told to move out of the rental premises within 24 hours as the Landlord was claiming their rental premises was the origin for cockroaches. The Tenants stated during their tenancy they did not see cockroaches. The Tenant's also stated they needed more than 24 hours notice to vacate. The Tenants claim they were told if they did not leave before the end of the month, they would be charged for the next month.

In response to the 24-hour notice to vacate, the Landlord testified the Tenants attended the Landlord's office on November 26, 2025 to advise they no longer resided at the rental premises and they were assigning the lease. The Landlord did not approve the person for the assignment, the Tenants gave notice they were vacating. The Tenants vacated on December 2, 2025. The Tenant's disagreed, they stated they received an eviction notice. In response the Tenants provided a Letter dated January 30, 2024. The Letter provided was a "24-Hour Notice of Entry". Comments note the letter pointed to Eviction day notice and to hand over keys.

In review, the Landlord cannot "Evict a Tenant". The letter implied the Landlord had authority to evict tenants. All parties were advised a Landlord cannot Evict. Evictions are done through an application to a Rental Officer.

The file also included a notice to vacate for the rental premises. The Tenants claimed they had signed but did not have all the information. The Rental Officer questioned why they signed without knowing what they had signed. The Tenants stated it was because they were told to vacate.

Subsection 51(1) states, where a tenancy agreement specifies a date for the termination of the tenancy agreement, the tenant may terminated the tenancy on the date specified in the agreement by giving the landlord a notice of termination not later than 30 days before the termination date.

Subsection 52(1) states, where a tenancy agreement does not specify a dat for the termination of the tenancy agreement, the tenant may terminate the tenancy on the last day of a period of the tenancy by giving the landlord a notice of termination. (b) in the case of a monthly tenancy, not later than 30 days before that date.

When a Tenant does not provide the appropriate notice for either a fixed term or month-to-month tenancy, the tenant can be liable for payment up to the end of the tenancy term.

Maintenance issues

The Tenants also claimed the Landlord did not carry out repairs in a timely manner. The Tenants noted there was an issue with a kitchen cabinet requiring repairs and no one was sent to repair the cabinet. The Tenants also claim there was issues with their toilet. The Landlord had responded but the repairs were slow and they had to use the bathroom in a separate rental unit until the issue was addressed.

Subsection 30(1) states *A landlord shall*

(a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and

(b) ensure that the rental premises, the rental complex and all services and facilities provided by the landlord comply with all health, safety and maintenance standards required by law.

Subsection 30(2) states *Any substantial reduction in the provisions of services and facilities is deemed to be a breach of subsection (1).*

If the Tenant's felt they had poor response and repairs to the rental premises, they could have address the issue with an application to a Rental Officer.

Application of security deposit

The Tenants entered into evidence a Statement of Deposit summary for the security deposit. The summary outlined the start and end dates of the tenancy, the security deposit amount of \$750.00 and \$0.38 in interest earned for a total of \$750.38. The summary also indicated the costs for cleaning and repairs to the rental premises in the amount of \$4,625.48 and \$135.48 for rent during the time the tenants retained use of the rental premises in December 2024.

After applying the security deposit to the \$135.48, the rental arrears have been cleared and the remaining \$614.52 will be applied to the damages.

Damages

Under the "Application of Security Deposit", the Landlord claimed damages in the amount of \$4,625.00.

The Tenants claim the Landlord excessively charged them for damages to the rental premises at the end of the tenancy. The Tenants claim some of the charges are related to maintenance issues such as the cabinets and toilet should not be charged to them. The Tenants stated the The Tenants also stated they did not request the security deposit back at the end of the tenancy. The Tenants claim they were not asked to pay the damages while at the rental premises but after they departed.

In response to the Tenants claim, the Landlord testified on March 6, 2025, they had emailed the Tenants the pictures of the condition of the rental premises, inspection condition reports indicating items left in the unit as well as damages. The Landlord provided supporting evidence. The Landlord also testified there were other damages that was not charge to the Tenants and they stand behind the charges.

The Rental Officer questioned the Tenants why they did not attend the final inspection of the rental premises. The Tenants acknowledged they did not attend. The Landlord testified they had contacted the Tenants regarding the inspection by phone but no response was received. The Tenants stated they were to receive an email and did not and they had not received a call. The Tenants stated they just returned the keys and left.

As noted in the 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.** Paragraph 12 of the tenancy agreement "Care of the Premises" also points responsibilities of the Tenant to maintain the rental premises in a good condition and the Tenants' responsibility for cleaning and repairs.

At the end of the hearing I initially advised I was not going to issue damages as the Landlord had made an application for damages. However, after reviewing the evidence and testimony, I feel the damage amounts do need to be addressed as there was discrepancies in what was charged to what would be fair to all parties.

When determining costs, I took into account the useful life of building elements and condition of the rental premises to ensure the costs are to make the Landlord whole and not to profit from the repairs. While the Landlord stated there were unclaimed damages, only the claimed amounts are reviewed as these charges were applied to the Tenants.

The following are the amounts claimed and my findings.

- **\$450.00 claimed and approved**, cleaning - exit inspection condition report indicates multiple area of the rental premises including walls, flooring, counter tops, sinks and appliances were unclean. The entry inspection signed by the Tenants at the start of the tenancy indicated the rental premises was in a clean condition. **Supported by evidence;**
- **\$75.00 claimed and approved**, Drywall damage, hole in wall behind door. **Supported by evidence;**
- **\$150.00 claimed and approved**, broken toilet cabinet - exit inspection report notes cabinet mirror broken. **Supported by evidence;**

- **\$150.00 claimed and approved**, broken kitchen cabinet - The Tenants claim the kitchen cabinets required maintenance, they had informed the Landlord but nobody had attended to carry out the repairs. In review of the entry condition report the cabinets were in good condition and the exit report indicated damages and repairs required. photo evidence also shows damages to the shelves within the cabinet as well. The damages are not indicative of normal wear and tear but of rough handling. I am satisfied the Tenants are responsible for the damages. **Supported by evidence.**
- **\$200.00 claimed**, broken fridge arm and board - Landlord provided email statement the item was missed on the exit condition report noted the fridge required cleaning only and there is no photo evidence. The Landlord also noted damage to stove was not charged to the Tenants. **No evidence available, claim denied.**
- **\$400.00 claimed**, two broken doors - one door noted for storage on the exit condition report. Landlord provided email statement the second door was for the bathroom. Exit inspection form indicated the bathroom door to be in "Ok". Claim for one door denied. **Approved claim \$200.00.**
- **\$500.00 claimed and approved**, dumping fees - the original invoice provided in response was for a separate rental unit. Photo evidence showed furniture had been left and on the exit condition report there was also a report of appliance being left behind also. The correct invoice was provided showing the total charges was \$1,239.00. However, the Landlord only charged the Tenants \$500.00. I am satisfied the Landlords charge was valid. **Supported by evidence.**
- **\$700.00 claimed**, paint - The Landlord stated in writing the paint in the rental premises was new when the tenants moved in. The Landlord also advised they invoiced based on damages for the painting as decals needed to be removed and there was damage to drywall. An invoice for painting also showed the cost to paint the rental premises was \$2,000.00. The Landlord charged for painting for repairs only in areas where damages to drywall due to decal removal. the useful life of paint is 8 years. As the Tenants were in the rental premise of Depreciated value is $\$700.00 / 8\text{-years} = \87.50 per year. $\$87.50 \times 4 = \350.00 approved for painting. However, as there was drywall damaged due to decals on the wall another \$150.00 will be allowed for repairs. **\$500.00 is approved** for painting and wall repairs. **Supported by evidence.**
- **\$2,000.00 claimed**, carpet replacement - Tenants claimed the Landlord stated the tenants have cockroaches but the statement mentions bedbugs. As noted earlier The Landlord

stated in writing the flooring was new at the start of the tenancy. Evidence indicates burns and stains to the carpeting. Staining and burns to carpet is not indicative to normal wear and tear. The useful life of carpet is 16 years under normal wear and tear. Under normal wear and tear there would be 12-years of useful life remaining. Depreciated value is $\$2,000.00 / 16\text{-years} = \125.00 per year. $\$125.00 \times 12\text{-years} = \mathbf{\$1,500.00}$. **\$1,500.00 is approved. Supported by evidence.**

\$ 3,525.00	Approved damage costs
\$ 614.52	Security deposit balance
\$ 2,910.48	Total approved costs

I am satisfied the Tenants owe to the Landlord the costs of repairs and cleaning in the amount of \$2,910.48.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord the costs for cleaning and repairs in the amount of \$2,910.48 (s. 18, ss. 42(1)).

Jerry Vanhantsaeme
Rental Officer