

IN THE MATTER between **HNT**, Applicant, and **RS and NG**, 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 Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

RS AND NG

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 25, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: March 25, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against RS and NG as the Respondents/Tenants was filed by the Rental Office February 21, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was Served on the Respondents by Email and deemed served on March 10, 2025 and by Registered Mail and deemed served on March 14, 2025.

The Applicant alleged the Respondents gave vacant possession of the rental premises. The Tenants failed to pay rent on time and in full accumulating rental arrears, and caused damages to the rental premises. An order was sought for arrears and damages.

A hearing was scheduled for March 25, 2025, by three-way teleconference. AS appeared representing the Applicant. The Respondents 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 further review the evidence and testimony.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing from April 1, 2012 to October 1, 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 #15811, dated March 6, 2018, requiring the Respondents to pay \$365.00 in rental arrears, pay future rent on time, costs of repairs and cleaning in the amount of \$1,270.24 and not to cause any further damages.

Rental Officer Order #16560, dated July 26, 2019, requiring the Respondents to pay future rent on time.

Rental Officer Order #17411, dated January 19, 2022, requiring the Respondents to pay \$4,620.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on April 30, 2022 unless the rental arrears are paid in full and the subsidized rents for February through April 2022 are paid on time and should the tenancy agreement be terminated, the Respondents would be evicted from the rental premises on May 1, 2022.

Rental Officer Order #18142, dated February 22, 2024, requiring the Respondents to pay \$3,581.49 in rental arrears, pay future rent on time, terminate the tenancy agreement on May 31, 2024 unless the arrears are paid in full and the subsidized rents for March through May are paid on time and should the tenancy agreement be terminated the Respondents would be evicted from the rental premises on June 1, 2024.

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

Security deposit

Section 9 of the tenancy agreement indicates the Tenants were not required to pay a security deposit. The Landlord's representative testified the security deposit was not registered on the tenancy agreement as the system had changed and adding the security deposit to the tenancy agreement cause issues with the accounting system.

Entered into evidence was the Landlord's statement of interest earned showing the Tenant had paid a \$500.00 security deposit on November 1, 2011. The statement also indicated \$2.53 was the interest earned. The total retained was \$502.53. The statement also included the balance owed for damages and outstanding rent. The Landlord sent notice to the Tenants they would be retaining the security deposit and interest to apply to the arrears and damages.

Arrears

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicates the rent charged varied based on household income. The last time the Tenants has a zero or positive balance on the rent account was May 25, 2021. At the time of the application the rent charged was \$1,625.00.

The statement also includes damage charges in the amount of \$6,626.14. Damages are not considered arrears. After removing the damage charges and previous rental officer order amount of \$3,581.49, I find the Tenant had outstanding rental arrears in the amount of \$8,087.00.

During the hearing the Rental Officer questioned the current rent charge. The Landlord's representative testified maximum rent was being charged as one of the Tenants had not filed and reported income to earn a subsidy. The Landlord's representative verified if the Tenants completed and provided income the arrears balance could be reduced.

After applying the \$502.53 security deposit, a balance of \$7,584.47 remains in outstanding rent.

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 \$7,584.47.

Damages

The Landlord claimed costs for repairs to the rental premises in the amount of \$6,626.14.

To support the Landlord's claim and entered into evidence was the entry and exit inspection reports, invoices, work orders and photo of the rental premises at the start and end of the tenancy.

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:

- **\$32.63 claimed and approved**, work order #409340 - charge for replacement of plug and wall plate as a child jammed key into outlet. **Supported by evidence;**
- **\$166.95 claimed and approved**, work order #439065 - charge for material and labour to repair kicked in front door. Landlord's representative testified a Tenant forgot keys and kicked in door rather than a call to open the door. **Supported by evidence and testimony.**

- **\$83.48 claimed and approved**, work order #439075 - labour charge to assist in repair of kicked in front door. **Supported by evidence and testimony**;
- **\$55.65 claimed and approved**, work order #443676 - charge for changing lock as no keys had been returned at the end of the tenancy. **Supported by evidence**;
- **\$606.72 claimed and approved**, work order #444113 - charge for removal and disposal of trash and items left at the rental premises at the end of the tenancy. **Supported by evidence**;
- **\$903.00 claimed and approved**, work order #444999 - charge for removal of non-operable vehicle to waste facility. **Supported by evidence**;
- **\$107.09 claimed and approved**, work order #445103 - charge to remove satellite cables and route to rental premises. **Supported by evidence**;
- **\$195.30 claimed and approved**, work order #446876 - charge to remove garbage, stickers and clean floors in rental premises. **Supported by evidence**;
- **\$314.98 claimed and approved**, work order #447018 - charge for removing stickers and tale from wall in rental premises. **Supported by evidence**;
- **\$590.09 claimed**, work order # 444787 - charge for the purchase of new exterior door at the end of the tenancy. Useful life of the exterior door is 30 years. Landlord's representative confirmed the door had not been changed during the tenancy. The door would be as old as October 31, 2011. Useful life remaining in the door would have been 17-years. Depreciated value is $\$590.09 / 30 = \16.97 per year. $\$16.97 \times 17\text{-years} = \288.49 . **Total approved cost is \$288.49. Supported by evidence and testimony**;
- **\$699.28 claimed**, work order #447816 - charged for the labour to install the new exterior door. Useful life of the exterior door is 30 years. When doing replacements a Landlord must not only factor the material but the labour when repairing or replacing an item. Useful life remaining would have been 17-years. Depreciated value for labour is $\$699.28 / 30 = \23.31 per year. $\$23.31 \times 17 = \396.27 . **Total approved cost is \$396.27. Supported by evidence and testimony**;
- **\$512.99 claimed**, work order #445199 - charge for purchase of damaged interior doors for bedrooms and bathrooms. Useful life of interior doors is 20 years. Landlord's representative confirmed the doors had not been changed during the tenancy. Therefore the doors would be as old as October 31, 2011. Useful life remaining in the interior doors would be 7-years.

Depreciated value is $\$512.99 / 20 = \25.65 per year. $\$25.65 \times 7\text{-years} = \179.55 . **Total approved cost is \$179.55. Supported by evidence and testimony;**

- **\$227.85 claimed**, work order #445561- charge for labour to install interior doors. Useful life of interior doors is 20 years. When doing replacements a Landlord must not only factor the material but the labour when repairing or replacing an item. Useful life remaining would have been 7-years. Depreciated value is $\$227.85 / 20 = \11.39 . $\$11.39 \times 7\text{-years} = \79.73 . **Total approved cost is \$79.73. Supported by evidence and testimony.**
- **\$467.09 claimed and approved**, work order #447526 - patch holes in drywall throughout rental premises. **Supported by evidence;**
- **\$97.25 claimed and approved**, work order #445098 - replace missing light bulbs, replace cover plates throughout rental premises. **Supported by evidence;**
- **\$287.78 claimed and approved**, work order #445490 - replace and repair damaged window screens throughout the rental premises. **Supported by evidence;**
- **\$32.55 claimed and approved**, work order #445092 - removal and replacement of window locks. **Supported by evidence;**
- **\$48.80 claimed and approved**, work order #445095- charge for replacement of damaged diffuser covers. **Supported by evidence;**
- **\$1,107.75 claimed and approved**, work order #445214 - replacement of refrigerator . Useful life of a refrigerator is 15-years. Landlord's representative testified their maintenance system dates back to 2015 and is no evidence of the refrigerator being between that date and their occupancy in the rental premises in 2017. In discussion with the Landlord's representative, it was decided the refrigerator could have been in the rental premises as far back as 2011. It was decided 2011 would be the date for the refrigerator. Useful life remaining would be 2-years. Depreciated value is $\$1,107.75 / 15 = \73.85 per year. $\$73.85 \times 2\text{-years} = \147.70 . However, if the refrigerator had been properly cared for the life could exceed the two years. Based on the care and condition of the refrigerator another \$100.00 would be fair compensation for loss. **Total approved cost is \$247.70. Supported by evidence and testimony;**
- **\$65.10 claimed**, work order #446667 - repair to hole in side of kitchen cabinet. Hole was noted on entry inspection. Hole was larger on exit inspection. Landlord could have repaired the hole at the start or during the last tenancy. The Tenant should have also ensured the Landlord was reminded of the damages or taken steps to ensure no greater damaged

occurred. A fair value of repairs the tenant should be held to is \$10.00. **Total approved costs is \$10.00. Supported by evidence and testimony;** and

- **\$23.81 claimed and approved**, work order #44596 - replacement of bathroom stoppers. **Supported by evidence.**

\$ 4,624.82	Approved damages cost
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I am satisfied the Tenants are responsible for damages in the amount of \$4,624.82.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$ 7,584.47 (p. 41(4)(a)); and
- requiring the Tenants to pay to the Landlord the costs of repairs in the amount of \$4,624.82 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer