

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 **Jerry Vanhantsaeme**, Rental Officer, regarding a rental premises located within the **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SA

Respondent/Tenant

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 Hay River Housing Authority on behalf of HNT as the Applicant/Landlord against SA as the Respondent/Tenant 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 Respondent by Email and deemed served on March 10, 2025 and also served by Registered Mail and deemed served on March 14, 2025.

The Applicant alleged the Respondent failed to pay rent in full and on time accumulating rental arrears. When the Landlord contacted the Respondent regarding their outstanding security deposit the Respondent notified them they had vacated the rental premises and had left a piece of furniture and trash in the rental premises. An order was sought for payment of arrears and for damages.

A hearing was scheduled for March 25, 2025, by three-way teleconference. AS appeared representing the Applicant. The Respondent did not appear, nor did anybody 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 to review the evidence and testimony.

Tenancy agreement

Evidence provided establishes a tenancy agreement between the parties for subsidized public housing from July 5, 2024 to December 2, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

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

Security deposit

Section 10 of the tenancy agreement indicates the Tenant was required to pay a security deposit in the amount of \$1,200.00. The Lease Balance Statement records a \$600.00 security deposit against the tenants account. The Landlord's representative testified they had only received half the security deposit and when they had contacted the Tenant regarding the deposit, the Tenant advised they had moved out.

Entered into evidence was the Landlord's statement of interest earned showing the Tenant had paid a \$600.00 security deposit on July 5, 2024. The statement also indicated \$0.04 was the interest earned. The total retained was \$600.04. The statement also included the balance owed for damages and outstanding rent was \$907.41 and after applying the security deposit the amount owed was reduced to \$307.37. The Landlord sent notice to the Tenant they would be retaining the security deposit and interest to apply to the arrears and damages.

Damages and cleaning costs

The Landlord claimed costs for repairs and cleaning in the amount of \$257.41.

To support the Landlord's claim and entered into evidence was the entry and exit inspection reports, invoices and work orders.

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 amounts claimed and my findings:

- **\$65.10 claimed and approved**, work order #447759 - charge for lock replacement as keys had not been returned at the end of the tenancy. **Supported by testimony and evidence;**
- **\$192.31 claimed**, work order #448382 - charge for removal of garbage and furniture left in the rental premises. Tipping fee (\$28.57), disposable nitrile gloves - 100 pack (\$28.79), garbage bags (\$19.79) , Labour \$106.00. The Landlord's representative withdrew the cost of the gloves as they did not determine the numbers used and therefore considered as part of normal maintenance. Total amount claimed \$154.36 plus \$7.72 GST for total of \$162.08.
Total approved cost is \$162.08. Supported by testimony and evidence.

\$ 227.18	Approved cleaning and damage costs
\$ 600.04	Security deposit
\$ -372.86	Balance remaining on security deposit to be applied to arrears.

I am satisfied the costs for repairs and cleaning to be accurate. After applying the security deposit, the full costs were cleared. Claim for damages is **denied**.

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 Tenant had a zero or positive balance on the rent account was July 8, 2024. At the time of the application the rent charged was \$160.00. The statement also indicates the only payment made towards rent was at the start of the tenancy in the amount of \$139.00 and the arrears at the end of the tenancy was \$650.00.

To support the Landlord's claim was two letters to the Tenant, a rent statement and not to file regarding rental arrears.

After applying the \$372.86 balance from security to the arrears, the balance owed is \$277.14.

I find the Tenant has outstanding rental arrears in the amount of \$277.14.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$277.14 (p. 41(4)(a)).

Jerry Vanhantsaeme
Rental Officer