

IN THE MATTER between **HNT**, Applicant, and **FW and JW**, 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 **self government of Gametì in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**FW AND JW**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 27, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MD, representing the Applicant</b>
<b>Date of Decision:</b>	<b>March 27, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by GHA on behalf of HNT as the Applicant/Landlord against FW and JW as the Respondents/Tenants was filed by the Rental Office February 26, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Gameti, Northwest Territories. The filed application was Personally Served on the Respondents on February 27, 2025.

The Applicant alleges the Respondents failed to pay rent in full and on time resulting in rental arrears and caused damages to the rental premises. An order was sought for payment of arrears, pay rent on time and for payment for the costs of damages.

A hearing was scheduled for March 27, 2025, by three-way teleconference. MD 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 provided requested information and to further review the evidence and testimony.

#### *Tenancy Agreement*

Evidence provided establishing a month-to-month tenancy agreement between the parties commencing November 7, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

From this point forward the Applicant is known as the Landlord and the Respondents as the Tenants.

#### *Rental Arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account from the start of the tenancy. The statement indicated the Tenant's monthly rent charge was \$1,230.00. The statement also indicated the last time the Tenants' were in a zero or positive balance was November 7, 2024, which was the start of the tenancy and they had paid the security deposit. The statement balance owing at the time of the application was \$4,154.06.

The statement also contained a claim for damages in the amount of \$1,195.06. Damages are not considered arrears. After deducting the damages claim, the Tenant's arrears balance was \$2,959.00.

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An updated lease balance statement was provide to all parties less than 24-hours prior to the

hearing. Evidence provided less than 24-hours prior to a hearing is not all always accepted. However, as the Tenants knew they are in arrears and the Rental Officer would ask for the current status of the rent account, the evidence was accepted. The statement noted no payments towards the rent or arrears was made since the application and the arrears had increased to \$4,189.00.

I am satisfied the Respondent repeatedly failed to pay the full amount of the rent when due and find the Respondent's have accumulated rental arrears in the amount of \$4,189.00.

### *Damages*

The applicant claimed costs for the replacement of a stove in rental premises in the amount of \$1,195.06. The Landlord's representative testified the stove was broken during an altercation in the rental premises. The Landlord's representative stated a staff member had inspected the rental premises for damages after the altercation.

The Rental Officer questioned and the Landlord's representative clarified the stove was installed in the rental premises approximately 30 months prior to the tenancy and during this period the rental premise had been vacant for 14 months.

To support the Landlord's claim was a unit inspection report, work order and photos of the damaged stove and of the stove at the start 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 is the amounts claimed and my finding.

- **\$1,195.06 claimed**, Invoice #502480 - removal and replacement of a broken stove. Glass door was damaged. The useful life of a stove is 15-years. Based on the testimony of the Landlord's representative, there was 14-years of useful life remaining. Depreciated value is  $\$1,195.06 / 15\text{-years} = \$79.67$ .  $\$79.67 \times 14 = \$1,115.39$ . **Total approved costs is \$1,115.39. Supported by testimony and evidence.**

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I am satisfied the Tenants are responsible for the cost of repairs in the amount of \$1,115.39.

*Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$4,189.00 (p. 41(4)(a)); and
- requiring the Tenants to pay to the Landlord the cost of repairs in the amount of \$1,115.39 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer