

IN THE MATTER between **HNT**, Applicant, and **DN**, 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 Behchoko in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**DN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 1, 2025

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

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

LE, representing the Applicant

DN, representing the Respondent

**Date of Decision:** April 2, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against DN as the Respondent/Tenant was filed by the Rental Office February 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on March 4, 2025.

The Applicant alleged the Respondent 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 April 1, 2025, by three-way teleconference. TM and LE appeared representing the Applicant. DN appeared representing the Respondent. At the hearing, I reserved my decision for the Applicant to provide clarifying documents and to further review the evidence and testimony.

#### *Tenancy agreement*

Evidence provided establishes a tenancy agreement between the parties for market housing from July 24, 2020 to February 5, 2025. The tenancy agreement was signed by all parties. 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 Respondent as the Tenant.

#### *Security deposit*

The Landlord entered into evidence a ledger containing information on the security deposit and interest earned. The Ledger indicates the Landlord received \$1,875.00 as a security and pet security deposit. The interest earned on the security deposits was \$3.14. In total, the Landlord retained \$1,878.14.

#### *Tenant damages*

The Landlord claimed the cost of cleaning and repairs to the rental premises at the end of the tenancy. To support the Landlord's claim was the check-in/out inspection report, condition rating report, and invoice for damages.

The Tenant did not dispute the Landlord's claim for damages and cleaning.

The Rental Officer questioned and the Landlord confirmed the majority of charges were related to cleaning. The maintenance supervisor breaks down the charges by item/room to make it clearer. The Landlord also confirmed no photos were taken as there were no major tenant damages, the main issue was cleanliness. The Rental Officer noted the evidence all corresponded to cleanliness.

The Tenant stated when they vacated they only did a wipe down but confirmed they did not attend the move-out inspection.

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 my findings by area:

- **\$100.00 claimed and approved**, entrance - garbage removal (\$50.00), cleaning of entrance (50.00). **Supported by evidence and testimony;**
- **\$200.00 claimed and approved**, kitchen - all areas of the kitchen required cleaning. **Supported by evidence and testimony;**
- **\$100.00 claimed and approved**, living and dining room - cleaning of windows and floors. The Landlord did not charge for holes in walls for items hanging on the walls. **Supported by evidence and testimony;**
- **\$500.00 claimed**, bedrooms - cleaning of the rooms and closets (\$150.00), repair holes in wall (\$350.00). Landlord testified the charge was for two bedrooms. The Tenant acknowledged holes and writing on the walls. **Supported by evidence and testimony;**
- **\$540.00 claimed**, bathroom - door (\$300.00), towel rack missing (\$40.00), cleaning (\$200.00). Landlord's representative verified the rental premises was new when tenancy started. Useful life of an interior door is 20-years Depreciated value is \$300.00 / 20-years = \$15.00 per year. Tenant resided in the rental premises for 4 years and 6 months. Leaving 15.5-years of useful life remaining in the door if no damages had occurred. \$15.00 x 15.5-years = \$232.50. **Total approved costs is \$472.50. Supported by evidence and testimony;**

- **\$350.00 claimed**, miscellaneous charges - duct cleaning (\$25.00), painting (\$300.00), smoke detector (\$25.00). Landlord's representative verified the rental premises was new when tenancy started. Useful life of paint is 8-years. Depreciated value is  $\$300.00 / 8\text{-years} = \$37.50$  per year. Tenant resided in the rental premises for 4 years and 6 months. Leaving 3.5-years of useful life remaining.  $\$37.50 \times 3.5\text{ years} = \$131.25$ . **Total approved costs is \$181.25. Supported by evidence and testimony;** and
- **\$50.00 claimed and approved**, exterior - cleaning (\$50.00). **Supported by evidence and testimony.**

\$ 1,553.75	Approved damaged costs
\$ 1,878.14	Security deposit applied
\$ 324.39	Security deposit balance remaining

Cost for repairs covered by the security deposit. Claim for damages is **dismissed**. Remaining security deposit balance of \$324.39 to be applied to rental arrears.

#### *Rental arrears*

The Landlord claims the Tenant failed to pay rent and accumulated rental arrears.

The lease balance statement entered into evidence represent the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicated at the last time the Tenant was in a zero or positive balance on the rent account was May 1, 2024. The statement included a damage claim for a total of 1,790.00. Damages are not considered arrears.

At the time of the application, the Tenant had accrued \$6,973.00 in rental arrears. The Tenant did not dispute the Landlord's claim.

To support the Landlord's claim and entered into evidence were accounting documents, statements of account, and notices to the Tenant.

After deducting the \$324.39 security deposit balance from the \$6,973.00 arrears balance there is a balance owing in the amount of \$6,648.61.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant responsible for rental arrears in the amount of \$6,648.61.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$6,648.61 (p. 41(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer