

IN THE MATTER between **HNT**, Applicant, and **BK and NO**, Respondents;

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 **hamlet of Ulukhaktok in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**BK and NO**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 15, 2025

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

**Appearances at Hearing:** SK, representing the Applicant  
MO, representing the Applicant  
NO, representing the Respondents

**Date of Decision:** May 20, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by UHA representing HNT as the Applicant/Landlord against BK and NO as the Respondents/Tenants was filed by the Rental Office March 18, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was served on the Respondents by registered mail and served on March 31, 2025

The Applicant alleged the Respondents vacated the rental premises with outstanding rent and are responsible for damages. An order was sought for payment of arrears and damages.

A hearing was scheduled for April 21, 2025. Upon request of the Applicant, the hearing was rescheduled and took place on May 15, 2025, by three-way teleconference. SK and MO appeared representing the Applicant and NO appeared representing the Respondents. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing June 17, 2016 to February 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 is known as the Landlord and the Respondents as the Tenants.

#### *Exceeding time limit for making application*

Subsection 68(1) of the *Act* specifies that an application to a rental officer must be made within six months of when the breach of an obligation or situation arose.

Subsection 68(3) provides for the Rental Officer to extend the time for making an application where the Rental Officer is of the opinion that it would not be unfair to do so.

Prior to the hearing commencing, the Landlord provided an updated lease balance statement showing the Tenants had made a number of payments towards tenant damages. While the application was made one year after the end of the tenancy, I am of the opinion by the Tenants making payments in November 2024, April 2024, and May 2025, they acknowledge responsibility and are working to resolve the issues of tenant damages and rental arrears.

Therefore, I find it would not be unfair to extend the time line for the application. .../3

### *Rental arrears*

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord's representative testified the Tenant had outstanding arrears.

To support the Landlord's claim an arrears letter and a lease balance statement were provided.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the Tenant's calculated rent was based on income. At the time of the application, the monthly rent charge was \$70.00. The statement also included \$2,326.38 in tenant damage charges. Damages are not considered arrears. After removing the damage charge, the rental arrears balance was \$617.16.

The Tenants did not dispute the Landlord's claim. The Tenant stated they wished to stay but left the community for safety reasons, but have since returned. The Tenant wishes to enter into a new tenancy agreement with the Landlord but as a sole tenancy, not a joint tenancy.

I am satisfied the statement accurately reflects the current status of the Tenant's rent account. I find the Tenants repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$617.16.

### *Damages*

The Landlord claims the Tenants had caused damages to the rental premises.

To support the Landlord's claim were invoices for repairs, work orders, photographs, and an inspection report.

The Rental Officer questioned the status of the inspection report. It was noted the inspection report was not completed properly as not all areas of the rental premises was properly recorded. The Landlord's representative acknowledged the issue.

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

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 amount claimed and my findings:

- **\$525.00 claimed and approved** - Invoice #787084 - Pack and remove items from the rental premises. **Supported by evidence and testimony.**
- **\$152.22 claimed and approved** - Invoice TD #408444 - remove and repair window and reinstall window. Work was done prior to the Tenants vacating the rental premises. The Tenant could not confirm the work as they were not at the rental premises at that time. It was noted the work was done prior to the end of the tenancy. **Supported by evidence and testimony.**
- **\$1,102.84 claimed** - Invoice #TD408797 - remove and replace four bedroom doors. The Landlord's representative testified doors were severely damage and required replacement. Tenant was not at the rental premises at that time. The Rental Officer pointed and the Landlord's representative acknowledged the inspection report not completed as the rooms specified for door replacement were not recorded. The Landlord's representative testified the replacement took place after the inspection had occurred. The Landlord acknowledged no photo or inspection report evidence was available for the damaged doors. The Landlord also stated the doors were at least 10-years but did not have historical records on the doors. The useful life of closet (interior doors) is 20-years. Depreciated value would be  $\$1,102.84 / 20$  (useful life) = \$55.14 per year depreciated value. The Landlord noted the doors were at least 10 years old. As the actual age could not be determine, a 5-year of useful life will be authorized.  $\$55.14 \times 5\text{-years} = \$275.50$ . **\$275.50 is authorized for compensation and approved. Supported by testimony.**
- **\$262.50 claimed and approved** - Invoice #78198 - Janitorial cleaning of the rental premises. Photo evidence shows the conditions of the rental premise. **Supported by evidence.**
- **\$283.82 claimed and approved** - Invoice #TD412106 - lock change after Tenants vacated. Landlord noted keys had not been returned at the end of the tenancy. **Supported by evidence and testimony.**

\$ 1,499.04	Approved damage costs
\$ 500.38	Security deposit applied
\$ 900.00	Payments towards damages
\$ 98.66	Balance owing for damages

I am satisfied the Tenants are responsible for the cost of repairs in the amount of \$98.66.

*Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$617.16 (p. 41(4)(a)); and
- requiring the Tenants to pay to the Landlord the cost of repairs in the amount of \$98.66 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer