

IN THE MATTER between **HNT**, Applicant, and **CB and JA**, 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-

**CB AND JA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 23, 2025

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

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

SK, representing the Applicant

**Date of Decision:** May 8, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against CB and JA 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 CB on March 27, 2025 by personal service and on JA by registered mail on April 3, 2025.

The Applicant claimed the Respondents failed to pay rent in full resulting in rental arrears and caused damages to the rental premises. An order was sought for payment of arrears and damages, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 23, 2025, by three-way teleconference. MO and SK appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The Respondents were served by personal service and by registered mail, the hearing proceeded in their absence pursuant to subsection 80(2) the Act. I reserved my decision for the Applicant to provide requested documents and to review the evidence and testimony.

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

#### *Preliminary matters*

The application identified the address for a sole tenancy but contained a claim for a joint tenancy as well as the sole tenancy. The address for the matter was amended to reflect the joint tenancy.

The Landlord's representative stated one Tenant gave notice and vacated the rental premises on April 27, 2023 for social reasons. The tenancy was not ended as the second Tenant declared the other Tenant would be returning. The tenancy agreement ended when the second Tenant entered into a sole tenancy agreement.

The request for termination of the tenancy agreement and eviction was withdrawn as the joint tenancy agreement ended and a new sole tenancy was in place and not factored into the application.

### *Time limitation for making an application*

Subsection 68(1) of the Act states that an application to a rental officer must be made within six months after the breach of an obligation under the Act or tenancy agreement or the situation referred to in the application arose. Subsection 68(3) allows the Rental Officer to grant an extension to the time for making an application where the Rental Officer is of the opinion that it would not be unfair to do so. The joint tenancy agreement ended on August 31, 2024. The limitation period to make a claim within the six months would end on March 1, 2025, whereas, the application was not completed until March 14, 2025. However, the lease balance statement indicated payments were made against the Tenant's rent account up to January 16, 2025, an acknowledgement of responsibility for the tenancy. I find the extension of time for the Landlord's application to be justified and fair to do so. The extension is granted.

### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement for subsidized public housing from August 13, 2015 to November 13, 2015. After which time, the tenancy continued as a month-to-month tenancy until it ended on August 31, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

### *Security deposit*

The Landlord entered into evidence two credit notes regarding the security deposit of \$1,100.00 and \$13.34 interest earned. The Rental Officer questioned how the security deposit was applied. The Landlord's representative testified the security deposit was different between units 56 and 99. The Landlord's representative testified they transferred the security deposit from the joint tenancy to the sole tenancy. The Landlord's representative acknowledged the security deposit was not appropriately applied. The Landlord made adjustments on the lease balance statement crediting the joint tenancy \$450.57.

### *Rental arrears*

Subsection 41(1) of the Act states "A tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement."

To support the Landlord's claim was the lease balance statement, arrears letters and statements, signed payment plan, rent reports, rent calculation sheets, and the last Rental Officer Order issued in the name of C only.

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 calculated rent was based on income. The statement showed the last time the Tenants were in a zero or positive balance was May 18, 2022. At the time of the application, the monthly rent charge was \$70.00 and the balance owing was \$5,250.79. The statement included damage charges and payments. Damages are not considered arrears.

Upon request, the Landlord provided an updated lease balance statement to the start of the tenancy. A review of charges and payments toward rent, showed from June 1, 2022 to August 31, 2024, the rent charged was \$1,890.00 and the rent paid was \$1,700.00, leaving a balance of \$190.00 owing for rent.

After applying the \$450.57 security deposit to the arrears, the rental arrears were cleared and the remaining \$260.57 is to be applied to damages.

The claim for arrears is denied.

### *Damages*

The Landlord claimed the costs associated with damages for two separate rental premises: 56 and 99. The Rental Officer questioned the reasoning and time lines for the claim as the charge for repairs to unit 56 was May 18, 2022.

The Rental Officer questioned the claim for damages on unit 56, for which residency ended on July 7, 2022. The Landlord's representative stated the work to the rental premises had taken a long period of time to complete.

Section 3 of the tenancy agreement states "the Tenant agrees to accept a transfer to other premises when, in the Landlords's opinion, the premises are no longer suitable."

This section essentially means the Landlord can transfer a tenant from one rental premises to another without terminating the tenancy agreement as many times as required during the term 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.

As the tenancy had not ended, the claim for damages for unit 56 would be allowed.

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 by rental premise:

Unit 56

- **\$472.10 claimed** - damaged exterior door. The useful life of an exterior door is 30 years. Depreciated value is  $\$472.10 / 30\text{-years} = \$15.74$ . Estimated remaining useful life is 22-years.  $\$15.74 \times 22 = \$346.28$ . **Total approved costs is \$346.28. Supported by evidence.**
- **\$2,924.61 claim** - Invoice 785194 - Landlord was unable to provide supporting work order for Invoice #7851984. **Landlord's representative withdrew claim.**

Unit 99

- **\$94.84 claimed and approved** - Invoice # TD399990 - repair and rehung door. **Supported by evidence.**
- **\$99.22 claimed and approved** - Invoice TD406425 - removal and reinstall toilet for to repair drywall for repair of water supply line. Landlord's representative claimed damages caused by Tenant. **Supported by evidence and testimony.**
- **\$411.61 claimed and approved** - Invoice 3TD405986 - removal and replacement of section of tub surround to replace tub fixtures as they were bent. **Supported by evidence and testimony.**
- **\$1,836.05 claimed and approved** - Invoice #TD405872 - rental premises was frozen as the Tenant left community for a couple weeks. Repair costs were plumbing related. **Supported by evidence and testimony.**
- **\$52.50 claimed** - Invoice #787982 - Landlord was unable to provide supporting work order for Invoice. **Landlord's representative withdrew claim.**
- **\$209.60 claimed and approved** - Invoice #TD410963 - broken entry door. Removed and repaired door and jamb. **Supported by evidence and testimony.**
- **\$52.41 claimed and approved** - Invoice #787778 - removal of garbage and brought to dump. **Supported by testimony and evidence.**
- **\$52.50 claimed** - unlocking of door - Invoice #787785 - Dated October 21, 2024 and is for as separate sole tenancy. **Claim denied.**

- **\$210.00 claimed and approved** - Invoice \$787786 - Janitorial cleaning of the rental premises at the end of the tenancy. Work was done by labour on time sheet. **Supported by testimony and by evidence for removal of garbage to landfill.**
- **\$114.77 claimed** - Invoice #787983 - Landlord was unable to provide supporting work order. **Landlord's representative withdrew claim.**

\$ 3,260.01	Approved damages costs
\$ 260.57	Security deposit applied
\$ 2,999.44	Total approved costs
\$ 2,163.91	Payments towards damages
\$ 835.53	Balance owing

When providing requested supporting documents, the Landlord's representative provided unrecorded or claimed work orders. As they were not part of the application, they were not taken into account. It was noted, when requested, the Landlord provided the check-in/out inspection report for unit 99. The inspection report had been completed but not dated or signed by the Landlord's representative.

I am satisfied the Tenants are responsible for damages in the amount of \$835.53.

#### *Orders*

An order will be issued:

- requiring the Tenants to pay the cost of repairs in the amount of \$835.53 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer