

IN THE MATTER between **HNT**, Applicant, and **CM and DR**, 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 **self government of Gameti in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

CM AND DR

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 8, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MZ, representing the Applicant

CM, representing the Respondents

DR, representing the Respondents

DA, support and advocate for the Respondents

Date of Decision: May 9, 2025

REASONS FOR DECISION

An application to a rental officer made by HNT as the Applicant/Landlord against CM and DR as the Respondents/Tenants was filed by the Rental Office March 19, 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 March 19, 2025.

The Applicant claimed the Respondents caused damages to the rental premises during the term of the tenancy. An order was sought for payment of damages.

A hearing was scheduled for May 8, 2025, by three-way teleconference. MZ appeared representing the Applicant. CM and DR appeared representing the Respondents. DA appeared as support and advocate for the Respondents. I reserved my decision to review the evidence and testimony provided.

Tenancy agreement

Evidence provided established a fixed-term tenancy agreement between the parties for subsidized public housing commencing March 23, 2018 to September 30, 2018, after which the tenancy continued as a month-to-month tenancy, until the tenancy ended on September 9, 2024. The tenancy agreement was signed by all parties.

Previous orders

Rental Officer Order #18319, required the Respondents to pay \$3,554.00 in rental arrears and pay \$1,961.32 in damages.

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

Security deposit

The Landlord entered into evidence a March 4, 2024 letter regarding the application of the Tenant's security deposit. The Letter outlined the rent account balance. It was also the date the check-out inspection was completed, damages, and the security deposit being applied. The latter indicated the Tenants paid \$1,545.00 as a security deposit and the accumulated interest was \$2.72 for a total of \$1,547.72 which was being applied to the damages. The Rental Officer questioned the 2024 date, the Landlord's representative clarified the date was a typographical error and was issued in 2025.

Exceeding time limit for making an application

The tenancy ended on September 9, 2024. Between the end dated and application dated there were two recorded payments against the rent account: October 8, 2024 for \$1,148.95 applied against Rental Officer Order #18219 and again on March 3, 2025, were the Landlord applied the \$1,547.72 security deposit against the current damaged claim.

At the start of the hearing, the Landlord claimed the Tenants caused damages to the rental premises and were responsible for repairs. The Tenants did not dispute the claim and the support/advocated also acknowledged there was not a dispute to the claim.

During the hearing, the Rental Officer questioned the Landlord's representative, if the Tenants vacated the rental premises on September 9, 2024, why they waited until almost 6 months before applying the security deposit to the damages. Whereas subsection 18(7) of the Act requires a landlord who intends to withhold all or portion of a security deposit, pet deposit or both shall in 10-days after the day a tenant vacates or abandons the rental premises, (a) give written notice to the tenant of that intent. The Landlord's representative stated there were staffing issues and gave notice after the repairs were completed. The Tenant's support/advocate stated that is the issue of the Landlord. The Landlord's representative acknowledged they did not provide appropriate notice as required by the Act.

Subsection 68(1) of the Act specified 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. While the Landlord did not provide appropriate notice or copy of the exit inspection report within the required time line and retained the security deposit without providing appropriate notice, I do find the Tenants acknowledged responsibility for the rent account on two parts, by making payment in October 2024 and by acknowledging on the record during the hearing. Therefore, I find it would not be unfair to extend the time line for the application.

Tenant damages

The Landlord claimed the Tenants caused damages to the rental premises in the amount of \$3,855.63 and after applying the security deposit had a \$2,307.91 balance owing.

To support the Landlord's claim, entered into evidence was the check-in/out condition report, repair invoice, work order, and photos of the damages.

The Tenants did not dispute the Landlord's claim and acknowledged the damages.

The Rental Officer questioned the work order being opened on January 4, 2025. The Landlord's representative testified there was a maintenance staff issue and community issues which resulted in the repair work being slow.

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 person permitted on the premises by the tenant and under subsection 42(3)(e), 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, it was taken into account the useful life of building elements to ensure the costs are to make the Landlord whole and not to profit from repairs. The following are the amounts claimed and my findings:

- **\$3,855.63 claimed** - Invoice 4232 relating to work order #449446 for drywall repair, painting and services on the rental premises.
 - ▶ Drywall repair - \$135.42 in material costs and \$1,282.88 in labour costs. For a total of 1,418.30;
 - ▶ Services - \$163.64 for wipe down of the rental premises; and
 - ▶ Painting - \$135.42 in painting material and supplies and \$1,683.78 in labour costs. A total \$1,819.20.

The Rental Officer noted the Tenants resided in the rental premises for over 6 years and questioned when the rental premises was last painted. The Landlord's representative testified the rental premises was renovated prior to the Tenants moving in; there were other occupants in the unit prior as well. The Landlord could not confirm the last time the rental premises painted. The Tenants' support/advocate indicated painting had not been done in over 8-years. The Landlord's representative then pointed to some repair and painting being done in May 2019. The Tenant's clarified the 2019 work was on one wall and confirmed by the Landlord's representative.

The useful life paint is 8-years. A depreciated value for painting is $\$1,819.20 / 8\text{-years} = \227.40 per year. As it could only be confirmed one wall within the rental premises was painted during the tenancy, a value of \$75.00 is deemed suitable for material and labour, as a typical time to paint a wall is 1-2 hours.

Based on the evidence presented, I find the Tenants responsible for the cost of drywall repair in the amount of \$1,418.30, services in the amount of \$163.64 and depreciated painting in the amount of \$75.00. For a total of **\$1,656.94**.

A question was raised by the Tenants and their support advocate regarding return of the security deposit. It was explained that application or return of the security deposit would be based on my review and if costs are awarded and how it would be applied. As I find the Tenants have an amount owing, the security deposit will be applied to the damages claim.

\$ 1,656.94	Approved damage costs
\$ 82.85	GST
\$ 1,739.79	Total approved damage costs
\$ 1,547.72	Security deposit applied
\$ 192.07	Balance owing

I am satisfied the Tenants are responsible for the cost of repairs in the amount of \$192.67.

Orders

An order will be issued:

- ▶ requiring the Tenants to pay to the Landlord the cost of repairs in the amount of \$192.07 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer