

IN THE MATTER between **HNT**, Applicant, and **SD**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 22, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: May 22, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SD as the Respondent/Tenant was filed by the Rental Office April 4, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was emailed and personally served on the Respondent. Email service was deemed on April 12, 2025 and personal service was completed on April 15, 2025.

The Applicant alleged the Respondent failed to pay rent on time and in full resulting in the accumulation of rental arrears and had caused damages to their previous rental premises. An order was sought for arrears, pay future rent on time, and to pay costs of repairs.

A hearing was scheduled for May 22, 2025, by three way teleconference. PS appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. As the Respondent was served by personal service and email, 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 to review the evidence and testimony.

Tenancy Agreement

Evidence provided establishing a fixed term tenancy agreement between the parties for subsidized public housing from September 16, 2015 to December 16, 2015, after which continued as a month-to-month tenancy. 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.

Rental arrears

Subsection 41(1) A Tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

At the time of the application, the Landlord noted the Tenant had accrued arrears. To support the Landlord's claims was a lease balance statement and an agreement to pay current rental arrears letter signed by the Tenant.

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 rent was calculated based on household income and the last time the Tenant was in a zero or positive balance on the rent account was December 21, 2022. At the time of the application, the rent was \$80.00 per-month. The statement also included a tenant damage charge of \$3,742.99. Damages are not considered arrears. After removing the damage charge from the balance, I found the Tenant had rental arrears in the amount of \$285.00.

On May 15, 2025, the Landlord's representative provided an updated statement showing the Tenant had made payments towards the arrears. The Landlord's representative pointed to this and noted the arrears had been addressed and the Tenant had an account credit.

After reviewing the updated statement, I found the Landlord's calculation to be correct and the Tenant had an **account credit of \$35.00.**

Tenant damages

The Landlord's representative testified the Tenant was moved between units and was responsible for damages to their previous rental premises. To support the Landlord's claim was the inspection report, invoice which included the Landlord and building owners repair costs, and Tenant notification letters regarding the assessment of damages.

As part of the update prior to the hearing the Landlord's representative submitted a second invoice for damages to the current residence.

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, a Rental Officer looks at 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 and my findings:

- **\$3,742.99 claimed and approved** - Invoice #136409A - Tenant Damage charge, the building owner provided the Landlord a repair estimate for \$3,855.00, Costs broken down to cleaning (\$650.00), Entrance repair (\$180.00), Kitchen (\$805.00), Dining room (130.00), Living room (\$690.00), Hallway (\$150.00), Bathroom (\$740.00), Master bathroom (\$510.00). The building owner also applied a depreciated value of \$460.00 to the account, dropping the repair cost to \$3,395.00. After applying a 5% building owner administration fee of \$169.75 and GST of \$178.24, the claimed amount worked out to \$3,742.99. **Supported by evidence.** .../4

- **\$273.00 claimed and approved** - Invoice #137018A - Call out for sewer smell at the rental premises. Inspection found a bag of spoiled meat behind freezer. **Supported by evidence.**

\$ 4,015.99	Approved repair cost
\$ 160.00	Paid towards damages
\$ 35.00	Account credit
\$ 3,820.99	Total Approved repair costs

I am satisfied the Tenant is responsible for the costs of repairs and callout in the amount of \$3,820.99.

Orders:

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$ 3,820.99 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer