

IN THE MATTER between **HNT**, Applicant, and **SH**, 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-

**SH**

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:** June 3, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SH 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 served on the Respondent by email and deemed served on April 12, 2025.

The Applicant alleged the Respondent was evicted the rental premises with outstanding arrears and caused damages to the rental premises. An order was sought for payment of arrears and tenant damages.

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. The hearing proceeded in the Respondents' absence, pursuant to subsection 80(2) of the Act. At the hearing, I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence provided establishing a fixed term tenancy agreement between the parties from October 22, 2015 to April 30, 2016, after which continued as a month-to-month tenancy until the Respondent was evicted on January 10, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #18419, dated November 4, 2024, required the Respondent to pay \$8,504.00 in rental arrears, not to disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential complex, pay utility costs in accordance with section 8 of the tenancy agreement, not to commit or allow illegal activities to occur in the rental premises or residential complex, terminated the tenancy agreement on December 15, 2024 and evicted the Respondent from the rental premises on December 16, 2024.

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 two letters sent to the Tenant regarding outstanding rent and damages and retention of the security deposit. The letters outlined arrears, damages, security deposit paid, and interest earned. The letters indicated \$1,625.00 was paid as a security deposit with \$4.74 the interest earned. The total amount retained was \$1,629.74. The final letter noted the total amount owing on the tenancy was \$26,090.28.

### *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 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 \$890.00 and the balance at the time of eviction was \$10,571.00. The statement also included Rental Officer Order balance of \$8,504.00.

After removing the Rental Office Order balance from the rent balance, the outstanding arrears owing was \$2,067.00. After applying the security deposit retained, I find an outstanding arrears balance of \$437.26.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$437.26.

### *Tenant damages*

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

To support the Landlord's claim is an invoice for repairs, cleaning, recording the damages, photos, and the inspection report.

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 amounts claimed and my findings:

- **\$2,294.25 claimed** - Invoice #136418A - entrance door. The useful life of the entrance door is 30 years. Depreciated amount is  $\$2,294.25 / 30 = \$76.47$  per year. The Landlord was able to determine the door was 20-years old. A useful life remaining is 10-years.  $\$76.47 \times 10\text{-years} = \$764.70$ . **\$764.70 approved costs, supported by evidence and testimony.**
- **\$3,616.57 claimed and approved** - Invoice #136105A - Mover costs. Removal of abandoned items and garbage from the rental premises to the solid waste facility. **Supported by evidence and testimony.**
- **\$11,238.20 claimed** - Invoice #13641A (\$10,703.05 plus \$535.15 GST)- Estimate for repair costs to rental premises. The estimate included cleaning, patching of walls, rehanging/reinstalling of the smoke detector, lights fixtures, bulbs, blinds, cabinet doors, radiator covers. Replacement of window glass, doors, receptacles and damaged flooring. The Landlord took into account depreciated values as part of the claim minus one door at a charge of \$209.00. The Landlord confirmed the door was 10 years old. A door similar was charged out for a 10-year depreciated value of \$139.30. After adjusting the door cost, the cost of repairs is \$10,633.35 plus \$531.67 GST for a total of \$11,165.02. **\$11,165.02 approved costs, supported by evidence and testimony.**

<b>\$ 15,546.29</b>	<b>Total Approved Costs for cleaning and repairs</b>
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I am satisfied the Tenant is responsible the cost for cleaning and repairs in the amount of \$15,546.29.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$437.26 (p. 41(4)(a)); and
- requiring the Tenant to pay to the Landlord the cost of cleaning and repairs in the amount of \$15,546.29 (p. 42(3)(e), p. 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer