

IN THE MATTER between **HNT**, Applicant, and **DK and BK**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**DK AND BK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 28, 2025

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

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

**Date of Decision:** June 2, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DK and BK as the Respondents/Tenants was filed by the Rental Office April 11, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by registered mail and deemed served on May 6, 2025.

The Applicant alleged the Respondents abandoned the rental premises with unpaid rent and had caused damages to the rental premises. An order was sought for payment of arrears and for damages.

A hearing was scheduled for May 28, 2025, by three-way teleconference. AS appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in their absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony provided.

#### *Tenancy Agreement*

The Applicant provided evidence establishing a written tenancy agreement between the parties December 1, 2025 to November 14, 2024, when the Applicant deemed the rental premises abandoned. The tenancy agreement was signed by all parties. I am satisfied there was a valid tenancy agreement between the parties in accordance with the Act.

#### *Previous orders*

Rental Officer Order #18141, dated February 22, 2024, required the Respondents pay \$289.91 in rental arrears, pay rent on time in the future, pay \$117.42 in damages, and to comply with their obligation to pay the costs for repairs in a timely manner in accordance with the tenancy agreement.

Rental Officer Order #18368, dated September 10, 2024, required the Respondents pay \$3,810.00 in rental arrears, comply with their obligation under section 8 of the tenancy agreement to pay utilities and not breach that obligation again. Terminated the tenancy agreement on October 31, 2024 and evicted the Respondents from the rental premises on November 1, 2024.

### *Security deposit*

The Landlord entered into evidence letters sent to the Respondent regarding damages and retention of the security deposit. Also provided was a letter outlining the arrears, damages, security deposit paid and interest earned. The letter indicated the Tenant paid \$1,200.00 as a security deposit and the interest earned was \$3.52. The total amount retained was \$1,203.52.

### *Rental arrears*

Subsection 41(1) 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.

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. The last time the Tenants were at a zero or positive balance was March 31, 2022. At the time of the application, the monthly rent charge was \$1,625.00 and the amount owing before removing damage claim was \$11,561.81. The statement also included \$3,453.90 in tenant damages. Damages are not considered arrears.

The Rental Officer questioned and the Landlord's representative confirmed the two previous rental officer orders had not been paid towards or satisfied.

To determine the arrears, the Rental Officer removed the outstanding Rental Officer Orders amount of \$4,217.33, damage claim in the amount of \$3,336.48 and applied the security deposit of \$1,203.52 to the balance.

<b>\$ 11,561.81</b>	<b>Total Owing</b>
<b>\$ 4,217.33</b>	<b>Outstanding Rental Officer Order amounts</b>
<b>\$3,336.48</b>	<b>Damages claim</b>
<b>\$1,203.52</b>	<b>Applied Security deposit</b>
<b>\$2,804.48</b>	<b>Total arrears owed</b>

I am satisfied the Tenants are responsible for outstanding rental arrears in the amount of \$2,804.48.

### *Tenant damages*

The Landlord claimed cost for repair of damages to the Tenant's former rental premises in the amount of \$3,336.48. The Landlord's representative testified the Tenants' rental premises was deemed abandoned on November 14, 2024.

Entered into evidence was the lease balance statement indicating the damage costs, the Tenant check-in/out unit condition report, invoices, work orders, and photographs.

The Rental Officer questioned the date on the exit inspection being January 17, 2025 and the rental premises being deemed abandoned on November 14, 2024. The Landlord's representative testified it was not completed due to safety concerns in the area and once it was deemed to be safe they carried out the inspection.

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:

- **\$343.63 claimed and approved** - Work Order TD446515 - securing/boarding the rental premises to protect it due to safety concerns. **Supported by evidence and testimony.**
- **\$65.10 claimed and approved** - Work Order TD448370 - change lock core due to keys not being returned after Tenants abandoned rental premises. **Supported by evidence.**
- **\$1,415.64 claimed an approved** - Work Order TD450909 - removal and disposal of trash and items left in the rental premises. **Supported by evidence.**
- **\$65.10 claimed and approved** - Work Order TD451926 - removal of pins and other items stuck in the walls and ceiling throughout the rental premises. **Supported by evidence.**
- **\$203.19 claimed and approved** - Work Order TD452259 - replace keyed entry door knob installed by the Tenants. **Supported by evidence.**
- **\$71.39 claimed and approved** - Work Order TD452262 - replace locking door knob on bedroom door installed by the Tenants. **Supported by evidence.**
- **\$146.42 claimed and approved** - Work Order TD452056 - replace missing and burnt out light bulbs throughout rental premises. **Supported by evidence.**

- **\$264.48 claimed** - Work Order TD452131 - replace damaged master bedroom door. Useful life of interior door is 20-years. Annual depreciated value is  $\$264.48 / 20 = \$13.23$  per year. The Landlord was unable to confirm the age of the door as the records did not go past 2013. While unable to confirm an actual age, based on the entry inspection, I am satisfied there is at least 8-years or remaining useful life.  $\$13.23 \times 8 = \$105.84$ . **Total approved amount \$105.84, supported by evidence.**
- **\$209.99 claimed and approved** - Work Order TD 452520 - repair drywall damage throughout rental premises. **Supported by evidence.**
- **\$137.01 claimed and approved** - Work Order TD 452265 - repair and replace damaged window screens throughout rental premises. **Supported by evidence.**
- **\$414.53 claimed and approved** - Work Order TD452523 - replace all damaged and missing window hardware throughout rental premises. **Supported by evidence.**

<b>\$3,177.84</b>	<b>Total approved costs</b>
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I am satisfied the Tenant is responsible for the costs of repairs in the amount of \$3,177.84.

#### *Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$2,804.48 (p. 41(4)(a));
- requiring the Tenants to pay to the Landlord the cost of repairs in the amount of \$ 3,177.84 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer