

IN THE MATTER between **HNWT**, Applicant, and **PW**, 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 **self government of Behchoko in the Northwest
Territories**;

BETWEEN:

HNWT

Applicant/Landlord

-and-

PW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant

Date of Decision: June 10, 2025

REASONS FOR DECISION

An application to a rental officer made by BKGKon behalf of HNWT as the Applicant/Landlord against PW as the Respondent/Tenant was filed by the Rental Office April 14, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was Personally Served on the Respondent on April 16, 2025.

The Applicant alleged the Respondent caused extensive damages to the rental premises. An order was sought for the cost of repairs.

A hearing was originally scheduled for May 28, 2025, upon request of the Applicant was rescheduled. The rescheduled hearing was held June 10, 2025, by three-way teleconference. TM 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. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing August 7, 2020 until the Tenant was evicted on March 24, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

From this point forward the Applicant will be known as the Landlord and the Respondent will be known as the Tenant.

Security deposit

Entered into evidence was a security deposit ledger indicating the Landlord had retained and applied the security deposit against the Tenants rent/damages. The Landlord's representative verified the amount retained by the Landlord was \$1,403.53.

The Rental Officer question if notice had been provided to the Tenant of the retention of the security deposit. In response, the Landlord's representative stated the Tenant was not informed of the retention, that was the role of finance.

Tenant damages

The Landlord is claiming the cost of repairs after the Tenant had been evicted. To support the Landlord's claim was an entry/exit inspection report, a condition report with costs and an invoice for damages for a total of \$12,371.56.

The Rental Officer questioned an identified charge for the replacement of a deadbolt dated back to March 28, 2023 in the amount of \$71.56. The Rental Officer pointed out this charge had been paid as the lease balance statement containing the damages was at a positive balance on June 6, 2023. The Landlord's representative acknowledged the charge as cleared.

The Rental Officer also question the Landlord's claim for the \$12,300.00 in damages after the tenancy ended. The Rental Officer pointed to the only accounting for damage was in the amount of \$3,050.00. The Landlord's representative acknowledged documentation was missing from the application.

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) 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. As the Landlord did not provide a complete accounting for the claim, only the \$3,050.00 in charges will be reviewed, the remaining amount will not be taken into account. The following are the amount claimed and my findings:

- **\$25.00, claimed and approved** - Utility room floor unclean. **Supported by evidence.**
- **\$2,500.00 claimed** - Painting - paint entire rental unit. The Landlord's representative testified the rental premises was new when the Tenant took occupancy in August 2020. useful life of paint is 8-years. Depreciated value is $\$2,500.00 / 8\text{-years} = \312.50 per year. As the Tenant was evicted in March 2025, there is 3.5-years of useful life remaining in the paint. $\$312.50 \times 3.5 \text{ years} = \$1,093.75$. **Approved cost for painting is \$1,093.75. Supported by evidence.**
- **\$500.00, claimed and approved** - Holes in walls. **Supported by evidence.**
- **\$25.00, claimed and approved** - Crawl space floor unclean. **Supported by evidence.**

\$ 1,643.75	Approved damage cost
\$ 1,403.53	Security deposit applied
\$ 240.22	Balance owing on damages

I am satisfied the Tenants are responsible for the cost of repairs in the amount of \$240.22.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$240.22 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer