

IN THE MATTER between **HNT**, Applicant, and **NV**, 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:

HNT

Applicant/Landlord

-and-

NV

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 10, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	TM, representing the Applicant
	LE, representing the Applicant
<u>Date of Decision:</u>	June 10, 2025

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against NV 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 15, 2025.

The Applicant alleged the Respondent failed to pay rent and accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of arrears and the cost of repairs.

A hearing was originally scheduled for May 29, 2025, and upon request of the Applicant was rescheduled. A hearing was held June 10, 2025, by three-way teleconference. TM and LE appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's 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 May 30, 2014 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 \$900.61.

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 informed at the time of them taking possession of the rental premises, should they have arrears or damages, the security deposit would be retained. The Rental Officer advised the Landlord to retain the security deposit notification is required in accordance with the Act.

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 Landlord's representative stated the Tenant breached their obligation to pay rent as required by the tenancy agreement. The Landlord claimed unpaid rent up to the time the tenancy was terminated and the Tenant was evicted.

To support the Landlord's claim, entered into evidence was a lease balance statement and other accounting information.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rent and payments. The statement indicates the monthly rent charge was \$1,545.00 and no payments had been made toward rent since the previous order had been issued on October 16, 2023. The unpaid rent from November 1, 2023 until the eviction date was \$25,916.00. After applying the security deposit of \$900.61, there is a balance owing in the amount of \$25,016.39.

I am satisfied the Tenant is responsible for rental arrears in the amount of \$25,015.39.

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 \$5,110.00.

The Rental Officer pointed out the Landlord, the condition report provided was incomplete and only accounted for \$960.00 of the claim. 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. Due to the missing information, only the \$960.00 in charges will be reviewed, the remaining amount will not be taken into account. The following are my findings by area:

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- **\$200.00, claimed and approved** - Utility room - repair to door (\$50.00), damaged electrical panel (\$25.00), dirty floor (\$25.00), and hole in walls (\$100.00). **Supported by evidence.**
- **\$535.00, claimed and approved** - Miscellaneous areas - radiators damaged (\$100.00), paint repairs (\$100.00) for patch work, holes in hallways and writing on walls (\$275.00), smoke detector missing (\$60.00). **Supported by evidence.**
- **\$225.00, claimed and approved** - Exterior - dirty entrance (\$50.00), exterior light damaged (\$175.00). **Supported by evidence.**

\$ 960.00	Approved damage costs
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I am satisfied the Tenant is responsible for the cost of repairs in the amount of \$960.00.

The Landlord may wish to resubmit for the remainder of the damages with full documentation.

Order

An order will be issued:

- requiring the Tenant pay to the landlord the rental arrears in the amount of \$25,015.39 (p. 41(4)(a)); and
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$960.00 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer