

IN THE MATTER between **WA and KG**, Applicants, and **FHS and TM**, 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 Inuvik in the Northwest Territories**;

BETWEEN:

WA AND KG

Applicants/Landlord

- and -

FHS AND TM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 29, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: WA, representing the Applicants

KG, representing the Applicants

MI - witness (cleaner) for the Applicants

BE - witness (contractor) for the Applicants

FHS, representing the Respondents

TM, representing the Respondents

Date of Decision: June 3, 2025

REASONS FOR DECISION

An application to a rental officer made by WA and KG as the Applicants/Landlords against FHS and TM as the Respondents/Tenants was filed by the Rental Office April 9, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondents by registered mail on April 22, 2025.

The Applicants alleged the Respondents failed to return the rental premises in a clean and livable condition. An order was sought for payment of cleaning and repairs.

A hearing was scheduled for May 29, 2025, by three-way teleconference. WA and KG appeared representing the Applicants. MI and BE appeared as witnesses for the Applicants. FHS and TM appeared representing the Respondents. I reserved my decision for the Applicants to provide requested documentation and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties commencing March 1, 2023 to February 28, 2024, and continued afterwards as a month-to-month tenancy. The tenancy was terminated on November 30, 2024. The tenancy agreement was signed by all parties.

The tenancy agreement also contained provision charge for Non-Sufficient Funds (NSF) fees. The charging of fees for NSF is not authorized under the Act.

It was noted Schedule A to the tenancy agreement was not included as part of the evidence and the Applicants confirmed there was no Schedule A.

Previous orders

Rental Officer Order #18489, dated April 3, 2025, required the Landlord to return to the Tenants the security deposit in the amount of \$2,700.48.

From this point forward the Applicants will be referred to as the Landlords and the Respondents as the Tenants.

Preliminary matter - security deposit

The Rental Officer questioned the Landlords what the status was regarding the return of the security deposit. The Landlords stated they would return the deposit at the end May. The Landlords were advised they had an appeal period, if they did not agree with the outcome of the hearing.

A statement submitted as part of the evidence stated the Tenants had started the filing process with the Supreme Court for the return of the security deposit. Due to the distance from the Supreme Court Registry they have engaged outside assistance for filing.

As the security deposit was addressed in the previous order, it was not taken into account during this hearing.

Tenant damages

The Landlords claimed the Tenants caused damages to the rental premises. The Landlords claimed one of the Tenants participated in the exit inspection. The Landlords stated during the inspection, walls were identified as damaged and cleaning had not been done. The Landlords claimed they spoke to one of the Tenants regarding repairs and cleaning and the Tenants did not have intentions to address the deficiencies. The Landlords stated they would use the security deposit to cover cleaning and repairs. The Landlords also stated they approached the Tenants a second time regarding cleaning and repairs, and again the Tenants did not have a plan to carry out the work. As a result, the Landlords were required to contract out for cleaning and repairs.

The Landlords called on the Cleaner as a witness. The Cleaner testified they were required to deep clean, as the rental premises was not in a livable condition. The Cleaner spoke to the condition and the extensive cleaning requirements of the common areas, rooms, and appliances.

The Landlords called the Contractor as a witness. The Contractor testified the Landlords contacted them to look at and assess the rental premises for repairs. When they attended the rental premises, they identified a lot of damages. The Landlords asked the Contractor to do the repairs to move in new tenants. The Contractor noted, during the inspection, holes and nail holes in the walls throughout. The Contractor testified they told the Landlords they could do the repairs but would need to patch and paint. The Contractor also spoke to work being needed on the cupboards.

To support the Landlords claim is the inspection report, photos, an invoice for repairs, and an email outlining the cleaning and damages.

In response to the claim, the Tenants stated there are a number of questions regarding ordinary wear and tear, along with items they inherited, which were not documented on the entry inspection report as discussed in the last rental officer hearing. The Tenants stated they would like to be able to identify the difference in damages in relation to their tenancy and what was inherited. The Tenants' claim was based on the poor maintenance management of the rental premises. The Tenants' claim there was no photo documentation of the rental premises prior to the move in and the inspection report was not completed to a standard of the Act. The Tenants also noted the invoices did not breakdown the work. The Tenants also stated at the last hearing the Landlords could have provided invoices with greater details, a basic lack of documentation. There was a communication breakdown between the parties. They also requested to communicate in writing to avoid mis-communication. As a result of the request, communications between the parties stopped. The Tenants again disputed clarity of the invoices and dates the work was completed. The Tenants dispute the cleaning, they had been cleaning and were not able to clean the rental premises. Age was a factor to condition of wear and tear (sinks). The Tenants felt they are inheriting issues of an aged rental premises.

The Tenants also stated the Contractor attended the rental premises during the tenancy to inspect for repair requirements. The Tenants noted an issue in the laundry area and the cleaning of that area.

The Landlords responded nothing was wear and tear and documents were sent to everyone. The Landlords' claim for the laundry room is not in relation to the Tenants' claim.

In review of the entry and exit inspection sheet, the Rental Officer questioned and confirmed another person conducted the entry inspection on their behalf. It was also noted there were no comments on the entry inspection. The Tenants stated they did not have the opportunity to add comments and this was part of the reason for the previous order. It was also noted they did not get the exit inspection until later. One Tenant stated, during the exit inspection, no notes or photos were taken. The inspection was conversation only. They also did not go upstairs. The Tenants' stated the Landlords told them if work was required, the security deposit would cover the cost.

The Rental Officer pointed to the issue of the security deposit being addressed in the previous hearing.

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 Landlords whole and not to profit from the repairs. The following are the amounts claimed and my findings:

- **\$10,50.00 claimed and approved** - Cleaning costs - Landlord's witness testified to the overall cleanliness of the rental premises. Based on review of photos provided and the inspection report, it is determined the rental premises was not in a state of ordinary cleanliness. **Supported by evidence and testimony.**
- **\$2,625.00 claimed** - Patch paint and steam cleaning - Rental Officer requested breakdown of charges. Invoice broken down as follows:
 - ▶ **\$1,750.00 charge** - 2 Labours for 7 hours at \$125.0 per hour. Repair work (2 hours), Wall repair throughout (3 hours) and Painting (2 hours);
 - ▶ **\$159.99 charge** - Painting and supplies;
 - ▶ **\$19.99 charge** - Drywall repair supplies;
 - ▶ **\$20.00 charge** - Fuel charges; and
 - ▶ **\$550.00 charge** - Carpet cleaning

The Rental Officer questioned painting of the rental premises. The Landlords were unable to confirm the date as it was purchased just prior to the tenancy. The useful life of paint is 8-years. As the Landlords could not confirm when the rental premises was painted the cost of labour (\$500.00), paint (\$59.99), painting supplies (\$100.00) and half fuel charge (\$10.00) for a total of \$669.99 is denied. \$1,830.01, approved repair costs with \$91.50 GST. **\$1,921.51 in total approved costs. Supported by evidence and testimony.**

\$ 2,971.51	Total approved costs of cleaning and repairs
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I am satisfied the Tenants are responsible the cost for repairs and cleaning in the amount of \$2,971.51.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlords the cost of repairs and cleaning in the amount of \$2,971.51.

Jerry Vanhantsaeme
Rental Officer