

IN THE MATTER between **HNT**, Applicant, and **SV**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SV

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 11, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: June 28, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SV as the Respondent/Tenant was filed by the Rental Office April 30, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent May 3, 2025.

The Applicant claimed the Respondent had rent owing and was responsible for costs to repair tenant damages at the end of their tenancy. An order was sought for payment of the amount owing after the security deposit and interest is applied.

A hearing was held on June 11, 2025 by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing pending further information to support the Applicant's claim for costs to repair damages. Further information was provided to the Rental Office and the Respondent by email deemed served on June 20, 2025.

Tenancy agreement

The Applicant provided as evidence the written tenancy agreement between the parties for subsidized public housing commencing on December 1, 2021, and continuing month to month. Subsidized rent was \$80 per month. The Landlord determined the Respondent had moved to Fort Smith due to family issues and did not intend to return to the unit, the tenancy was terminated on November 13, 2024.

I am satisfied there was a valid tenancy agreement between the parties in accordance with the Act, and this tenancy was terminated on November 13, 2024

Tenant damages

The Applicant claimed \$4,140.82 including:

- \$131.25 October 16, 2024 - provided copy of invoice #135450A - tenant had requested the lock be changed. This cost is reasonable and supported by evidence.
- \$2,973.35 costs after the tenancy was terminated to clean and repair damages - provided as evidence a copy of the entry inspection report and the report for the inspection carried out in March, as well as the inspection carried out in November 2024, photos, an estimate

of the repairs totalling \$5,969.25, and an invoice from the property owner for the repairs minus depreciation in the amount of \$3,137.50, bringing the total to \$2,973.35 including GST.

At the hearing I asked for further details on the depreciation of the costs for cleaning and repair of damages including the date the unit was last painted, a breakdown of the costs to patch the walls from the costs to paint and the age of the interior doors being replaced. I reserved my decision pending receipt of this information as well as proof of service on the Respondent. This information was provided on June 17, 2025.

According to this information the unit was last painted in 2021 - useful life is 8 years so the paint had a useful life left of 4 years, the cost to patch a wall is \$200 for each patch which would not be depreciated, and the interior doors were all 4 years old - useful life is 20 years, meaning the doors had a further 16 years left.

Based on this information, I find the costs of repairs and the depreciation applied against those repairs to be reasonable and supported by evidence.

- \$1,036.22 costs after the tenancy was terminated to remove and store abandoned property November and December 2024, as well as January 2025. The Applicant provided copies of the invoices from Best Movers - 135420A, 135455A, and 136407A.

The Applicant testified that they had provided the Respondent with opportunities to retrieve their property and completed an inventory of abandoned property which was filed with the Rental Office. The Rental Officer provided permission to dispose of the property. However, prior to disposing of the property, the Applicant again contacted the Respondent who agreed to take over the costs for storage.

The costs to move and store the abandoned property totalling \$1,036.22, were incurred by the Landlord so they could carry out cleaning and repairs and also to comply with their obligations under the Act related to abandoned personal property. The costs claimed are reasonable and supported by evidence.

Total costs claimed for cleaning and repairs are \$3,104.60, and costs claimed for inventory, removal and storage of abandoned property is \$1,036.22 = \$4,140.82. These costs are reasonable and supported by evidence.

Security deposit

The Applicant testified and provided evidence that the Respondent's security deposit with interest at the end of their tenancy was \$1,625.48.

According to their statement provided to the tenant, when the rent owing at the end of their tenancy totalling \$515, was deducted from the security deposit there are no rental arrears owing, and a further \$1,110.46, that could be applied against the tenant damages. When this amount is applied against the tenant damages, the remaining costs for repair of tenant damages and cleaning that can be ordered are \$1,994.14, and \$1,036.22 can be ordered for costs associated with dealing with the abandoned property.

\$1,625.48 security deposit with interest

-\$ 515.00 rental arrears

\$1,110.46 subtotal

-\$3,104.60 costs of repairs and cleaning

\$1,994.14 amount owing on repairs and cleaning

\$1,036.22 amount owing for removal and storage of abandoned property

Orders

An order will issue:

- requiring the Respondent to pay costs for repair of damages and cleaning totalling \$1,994.14 (p. 42(3)(e) and p. 45(4)(d)); and
- requiring the Respondent to pay costs for removal and storage of abandoned property totalling \$1,036.22 (ss 65(1) and ss 83(1)).

Janice Laycock
Rental Officer