

IN THE MATTER between **HNT**, Applicant, and **MB**, 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-

MB

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 11, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MB 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 by email on May 3, 2025.

The Applicant claimed that the Respondent was responsible for damages and sought an order for the Respondent to pay the costs totalling \$17,363.29.

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. As the Respondent had been provided sufficient notice of the hearing, we proceeded in the Respondent's absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous order file #18227 issued May 14, 2024, ordered the termination of the tenancy agreement on May 31, 2024, unless the Respondent complied with their obligation under their tenancy agreement to transfer to other rental premises as required by the Landlord. If the tenancy was terminated then the Respondent could be evicted on or after June 1, 2024.

Tenancy agreement

The Applicant provided, as evidence, the written tenancy agreement between the parties for subsidized public housing for the period December 7, 2015, to June 30, 2016, and then continuing month to month until the tenancy was terminated under Rental Officer Order file #18227 on November 1, 2024. During the tenancy, the subsidized rent was \$80 per month.

The Applicant testified the Respondent was required by the Landlord to move units as they no longer had their children living with them and were now over-housed. The previous order required them to move by May 31, 2024, or their tenancy would be terminated and they would be evicted. The Respondent sought and was provided additional time to move, but when the Respondent did not move and stopped communicating with the Landlord, the Landlord terminated the tenancy and enforced the eviction order and the Respondent was evicted by the Sheriff on November 1, 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 1, 2024 when the Respondent was evicted.

Rental arrears

The Applicant provided, as evidence, a lease balance statement dated April 28, 2025. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account.

According to this statement, at the end of their tenancy the Respondent had rent owing in the amount of \$287. I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and find they have rent owing in the amount of \$287.

Tenant damages and cleaning

The Applicant claimed \$18,705.93 to remove items abandoned in the rental premises, clean and repair damages. They provided copies of invoices sent to the Tenant, received from Best Movers for moving, and from the property owner for repairs with depreciation calculated. They also provided a copy of the entry and exit inspection reports, and photos showing the condition of the unit before and after the Respondent's property was removed.

The Applicant claimed \$11,470.22 to move items left in the unit and yard to the dump. According to the invoice from Best Movers #16571, the movers took property to the dump on January 3, 6th, 7th and 8th, 2025, and costs include dump fees.

At the hearing, the Applicant testified the unit was so full of the Respondent's property that some doors could not be opened and there was no place to stand when they entered the unit. The photos provided as evidence confirm this testimony and show property stacked outside the unit as well as inside. The rental unit is a four-bedroom townhouse with a basement and there was property throughout the unit.

A letter was provided to the Respondent from the Applicant informing them they had until November 15, 2024 to remove their property, the Landlord had found the items to be unsanitary and unsafe and would not be storing anything. This deadline was extended to December 11, 2024, the Respondent removed some of their property, and then gave the Applicant permission to dispose of the rest.

I am satisfied the claim for costs to dispose of abandoned property is reasonable and was necessary to allow further work to clean the unit and repair damages. The claim is supported by evidence and I find the Respondent responsible for costs totalling **\$11,470.22**.

The Applicant also claimed costs to clean and repair damages to the rental premises in the amount of \$7,235.71 (with admin fee and GST) including:

- \$1,100 - cleaning;
- \$3,100 - patching holes in walls;
- \$1,408.00 - repairing, rehanging or replacing doors and trim including damages to cabinet door and kitchen drawers; and
- \$955.00 - replacing and/or installing electrical fixtures, bulbs, switch plates, faucets, fan cover, towel bar, vanity mirror, window blinds, screens.
- \$328.15 - 5% admin fee from property owner
- \$344.56 - 5% GST from Applicant

\$7,235.71 TOTAL

I note that the Applicant based their claim on the estimate for repairs from the property owner, and in this estimate the costs for the doors were depreciated, and there are no charges for damaged carpeting, linoleum, or painting as these costs were considered part of the regular maintenance of the unit. I am pleased to see depreciated costs based on the useful life of building elements being applied and clearly explained, and I am satisfied that the costs claimed are reasonable and supported by evidence.

I find the Respondent is responsible for costs to clean and repair damages in the amount of \$7,235.71, as well as costs to remove and dispose of abandoned property in the amount of \$11,470.22, bringing the total owing to \$18,705.93.

Security deposit

According to the statement provided to the Respondent dated April 24, 2025, the security deposit with interest at the end of the tenancy is \$1,629.64. When the rent owing of \$287 is deducted from this amount, there is a further \$1,342.64 that can be applied against the amount owing for cleaning, repair of damages, and disposal of the abandoned property, leaving a further \$17,363.29 that can be ordered paid. This amount is consistent with the Applicant's claim and their statement to the Respondent dated April 24, 2025.

Orders

An order will issue requiring the Respondent to pay costs for cleaning, repair of damages, and disposal of property totalling \$17,363.29 (p.45(4)(d), p.42(3)(c)).