

IN THE MATTER between **CW**, Applicant, and **PG**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

CW

Applicant/Landlord

-and-

PG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 25, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: June 30, 2025

REASONS FOR DECISION

An application to a rental officer made by TPM on behalf of CW as the Applicant/Landlord against PG as the Respondent/Tenant was filed by the Rental Office May 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on June 16, 2025.

The Applicant alleged after the Respondent was evicted with unpaid rent, left the rental premises unclean condition, and caused damages to the rental premises. An order was sought for payment of arrears, late payment penalties, cleaning costs, damages, sheriff fees and loss of future rent.

A hearing was scheduled June 25, 2025, by three-way teleconference. Alexander Smith appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documents, and to review the evidence, and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties commencing November 10, 2023 until July 31, 2024, after which time continued as a month-to-month tenancy until the Respondent was evicted on December 6, 2025.

As noted in order #18408, the tenancy agreement contained provisions which were in contravention to the Act and invalid.

Previous orders

Rental Officer Order #18408, required the Respondent to pay \$12,045.00 in rental arrears, terminate the tenancy agreement on November 30, 2024, and eviction on December 1, 2024.

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

Security deposit

The Landlord's representative entered into evidence a move out statement indicating \$2,000.00 was provided as a security deposit and interest accrued was \$0.23. The statement included charges for rental arrears, cleaning costs and damages showing a balance owing in the amount of \$5,034.99. The statement also noted outstanding water bill but the amount was unknown.

Rental arrears and over holding

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 failed to pay rent for the November and part of December 2024, when they were evicted. The Landlord's representative requested loss of future rent as there was another tenant arranged for December but unable to take possession of the rental premises until January 2025, due to the property was not ready for occupancy immediately after the eviction. To support the Landlord's claim, entered into evidence was statement of account.

The statement of account represents the landlord's account of the calculated monthly rent and payments received against the Tenant's rent account since rental officer order #18408 was issued. At the time of the application, the monthly rent charge was \$3,000.00. The statement also included invoice #154675 for \$3,000.00, invoice # 155307 for \$677.39, invoice #154883 for \$3,357.83 which was in relation to repair and cleaning costs, and an interest charge in the amount of \$151.73.

In discussion with the Landlord's representative it was determined:

- Invoice #154675 for \$3,000.00 which was the unpaid rent for November 2025, **claim approved.**
- Invoice #155307 was the prorated rent for December which was up to the date of eviction. The Rental Officer questioned and the Landlord's representative confirmed the Tenant was evicted on December 6, 2024, whereas the prorated amount was to December 7, 2024. The daily prorated, rent was \$96.77. Under subsection 67(4) of the Act, where a rental officer determines that a landlord is entitled to compensation for the use and occupation of the rental premises after the tenancy had been terminated, the rental officer may order the former tenant to pay the compensation. As the Tenant only maintained occupancy up to and including December 6, 2024, the Landlord is only entitled to compensation for 6-days as the daily rate of \$96.77 x 6-days = \$580.62. **Approved overholding charges in the amount of \$580.62.**
- Interest charges of \$151.73, Landlord's representative claimed the charge was the accumulated late fees. The Rental Officer pointed out late fees are not broken down by month on the statement, and are rounded amounts and would not include any coinage. amount as noted by what is authorized under the regulations, interest is not an approved penalty under the Act. **Claim denied.**

I find the Tenant breached their obligation to pay rent in full when due and accumulated rental arrears in the amount of \$3,000.00 and overholding charges in the amount of \$580.62 for a total of \$3,580.62.

After applying the \$2,000.23 security deposit and interest to the balance, I find Tenant has outstanding rental arrears in the amount of **\$1,580.39**.

Compensation for loss of future rent

The Landlord's representative claimed due to repairs and cleaning requirements, they were unable to have the new tenant move into the rental premises in December and requested compensation for loss of future rent.

The Act does not contain a provision for a landlord to claim loss of future rent after an eviction, only on abandonment. It is unreasonable to expect a rental premises to be immediately ready for occupation after a tenant moves out or is evicted as time is needed for cleaning, repairs or renovations.

The Landlord's request for compensation for loss of future rent is **denied**.

Cleaning and damages

The Landlord is claiming the costs of cleaning and repairs to the rental premises. To support the Landlord's claim are invoices for cleaning, changing of locks, and general maintenance repair.

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

- **\$1,255.80, claimed and approved** - C Inc. invoice #577 for move out. Rental premises at the time of eviction was not returned to an ordinary state of cleanliness. **Supported by evidence.**
- **\$682.50, claimed and approved** - SDB invoice #241216TPMTEC. Steam cleaning carpets due to stains. **Supported by evidence.**

- **\$877.80, claimed and approved** - ONWTL invoice #9946. Lock change for eviction. Keys were not returned to Landlord. **Supported by evidence and testimony.**
- **\$675.00, claimed** - Move out maintenance invoice #154883. Shovelling of stairs, prep and painting of walls due to smoking in rental premises, and bathroom door repair. Rental Officer requested the breakdown of charges as the labour rate was \$75.00 per hour:
 - ▶ Snow removal - 3 hours **(\$225.00) - Approved, supported by evidence.**
 - ▶ Painting - 4 hours **(\$300.00)** - Landlord's representative confirmed the rental premises was last painted in August 2022. The useful life of paint is 8-years. A Landlord must take into account useful life of building elements as part of their maintenance routine. Depreciated value is $\$300.00 / 8\text{-years} = \37.50 per year. The rental premises contained a wood stove which was approved for use in the tenancy agreement, which in turn can cause discolouring to walls. Useful life remaining in the paint is 6-years. However, one year of useful life will be removed as wear and tear for the wood stove. $\$37.50 \times 5\text{-years} = \187.50 . **Total approved costs for painting is \$187.50. Supported by evidence.**
 - ▶ Repaired doors and tub - 2 hours **(\$150.00)** - Door not on hinges and tub panel was hanging off. Tub panel issue was noted on entry inspection. Repair cost of 1 hour for the tub is denied. **Total approved cost for door repair is \$75.00. Supported by evidence.**
- **\$159.98, claimed** - cost for 2 gallons of paint. In reference to repainting, material costs are also taken into account when calculating useful life. $\$159.98 / 8 = \20.00 per year. $\$20.00 \times 5\text{-years} = \100.00 for paint. **Total approved costs for paint is \$100.00. Supported by evidence.**

\$ 3,403.60	Approved costs of cleaning and repairs
\$ 170.18	GST
\$ 3,573.78	Total approved costs with GST

I am satisfied the Tenant is responsible for cleaning and repairs in the amount of \$3,573.78.

Utilities

Subsection 45(1) of the Act specifies a tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.

Section 5 of the tenancy agreement between the parties, indicates the Tenant is responsible for paying utilities, internet, cable, phone, tenant insurance, snow removal, and yard maintenance.

The Landlord's representative testified the Tenant had an outstanding water bill for the rental premises. Evidence presented in the form of an email showed the balance owed as of April 29, 2025, was \$1,240.06 for water. The email indicated \$752.87 was transferred to the tax roll on December 31, 2025, due to nonpayment, and a balance of \$487.19 was still outstanding. In review of the statement, when the tenancy ended the balance owed for utilities was **\$1,118.57**, only the charges at the end of the tenancy would be taken into account. Landlord's representative confirmed the utility charges had not been paid.

After removing the \$752.87 from the balance, the remainder owing was \$365.70. While the Tenant did not maintain the utilities, the landlord can only charge for actual costs at the end of the tenancy.

I am satisfied the Tenant is responsible for unpaid water utility in the amount of \$1,118.57

Other charges

In the application the Landlord included a claim for costs the sheriff's fees for the eviction in the amount of \$582.80. This fee is not recoverable from the Tenant under the Act.

As noted earlier under rental arrears, the interest charges in the amount of \$151.73, are not allowed under the Act. and therefore is invalid.

The claim for sheriff fees and interest charges is **denied**.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$1,580.39 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of cleaning and repairs in the amount of \$3,573.78 (p. 42(3)(e), p. 45(4)(d)); and
- requiring the Tenant to pay to the Landlord the cost of outstanding water utility in the amount of \$1,118.57 (p. 45(4)(c)).

Jerry Vanhantsaeme
Rental Office