

IN THE MATTER between **HNT**, Applicant, and **CL**, 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 **town of Norman Wells in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**CW**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 29, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>AK, representing the Applicant</b>
	<b>DE, representing the Applicant</b>
<b>Date of Decision:</b>	<b>July 30, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NWHHA on behalf of HNT as the Applicant/Landlord against CW as the Respondent/Tenant was filed by the Rental Office February 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by email and deemed served on April 4, 2025.

The Applicant alleged the Respondent caused damages to the rental premises. An order was sought for the cost of repairs.

A hearing was scheduled for April 1, 2025, but rescheduled due to the Applicant not meeting the time line for service. All parties were served notice of the rescheduled hearing for June 17, 2025. The hearing was again rescheduled again and took place on July 29, 2025, by three-way teleconference. AK and DE appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in their absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized housing under the Landlord's Homeownership Entry Level Program (HELP) commencing April 1, 2014, until the Respondent vacated on September 27, 2024. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #18364, dated September 9, 2024, requiring the Respondent to pay to the Applicant \$1,590.00 in rental arrears, pay future rent on time, not to cause disturbances to the Landlord or other tenants and not breach that obligation again, terminate the tenancy agreement on November 30, 2024, unless the arrears are paid in full and the monthly rents for September through November 2024 are paid in full and there are no further disturbances verified as caused by the Respondent or their guests, and should the tenancy agreement be terminated, evicting the Tenant from the rental premises on December 1, 2024.

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

### *Security deposit*

The Rental Officer questioned and was advised a security deposit was paid but not retained due to absences of the Landlord's agent not having a manager. The Landlord's representative also verified no notice was provided to the Tenant with regards to retaining the security deposit. A review of the exit inspection showed the inspection took place but the report was unsigned.

### *Utilities*

The Rental Officer questioned an invoice for \$1,267.17. The Landlord's representative testified these charges were from the town of Norman Wells for unpaid utilities. The application only contained the general invoice, for the charges. As the application did not include a claim for the utilities or detailed breakdown of the charges, and the Tenant was not in attendance, the Landlord was advised the claim for the utility costs will not be taken into account. However, this does not mean utilities are not owed to the Landlord. The claim for utilities is **dismissed**.

### *Tenant damages and cleaning*

The Landlord claims the Tenants caused damages to the rental premises.

To support the Landlords claim are invoices, a work order, and photos.

The Rental Officer questioned and was provided an unsigned exit inspection report and unit condition report. The Rental Officer also questioned and the representative confirmed the Tenant was able to get their personal items.

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. Under subsection 45(2) of the *Act*, a tenant is responsible to maintain the rental premises in a state of ordinary cleanliness. 45(4)(d) authorizes action taken by the landlord to remedy the breach required the tenant to pay reasonable associated expenses.

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:

- **\$760.14 claimed** - Work Order #448804 - In the application the Landlord claimed \$664.69 for damages, then under the amendment to the claim the amount increased to \$760.14 as another material part was added. In review of the work order it was noted the Landlord claimed costs for painting. The use life of paint is 8-years. the claim for painting was \$169.06 for materials and 4.5 hours for labour at \$22.00 for a total of \$99.00. The total cost of painting was \$268.06.  $\$268.06 / 8 = \$33.51$  per year. The Landlord's representative confirmed the rental premises was painted on December 8, 2023. The useful life of the paint remaining was 7.6 years.  $\$33.51 \times 7.6\text{-years} = 254.76$ . **\$746.84 approved costs, supported by evidence and testimony.**
- **\$4,735.50, claimed and approved** - Invoice 16323 - Landlord contracted for the removal of garbage and a fence from the rental premises. Charges included labour and equipment use for garbage removal in the amount of \$1,910.00. Charges included labour and equipment for removal of the fencing, and GST in the amount of \$225.00. **Supported by evidence and testimony.**

<b>\$ 5,482.34</b>	<b>Total approved costs for repairs</b>
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I am satisfied the Tenant is responsible the cost for repairs and cleaning in the amount of \$5,482.34.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning in the amount of \$5,482.34 (p. 42(3)(e)), p. 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer