

IN THE MATTER between **HNT**, Applicant, and **QL**, 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 **hamlet of Tulita in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

QL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 14, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: August 14, 2025

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against QL as the Respondent/Tenant was filed by the Rental Office July 9, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent July 23, 2025.

The Applicant alleged the Respondent failed to pay rent on time, resulting in the accumulation of arrears. An order was sought for payment of arrears.

A hearing was scheduled for August 14, 2025, by three-way Teleconference. DW appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a tenancy agreement between the parties from July 7, 2018 to November 21, 2024. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

Previous orders

Rental Officer Order #16608, dated August 19, 2019, requiring the Respondent to pay \$977 in rental arrears, and pay future rent on time.

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

Security deposit

The Landlord entered into evidence a Damage Deposit form indicating a security deposit of \$1446.11 had been transferred from a person to the Tenant. The form also showed accumulated interest in the amount of \$2.26. The total amount retained by the Landlord was \$1,448.46.

Also entered into evidence was a January 31, 2025, letter from the Landlord to Tenant advising the security deposit was being retained due to damages. The letter referred to two invoices not included in the application.

Subsection 18(3) of the Act states when a landlord holds a security deposit or pet security deposit, shall within 10 days after the tenant vacates or abandons a rental premises shall:

(a) return the security deposit to the tenant; or

(b) give the tenant an itemized statement of account for the deposit or deposits.

Subsection 18(4) of the Act allows a landlord to retain all or a portion of the security deposits for rental arrears, and for repair of damages caused by the tenant or their guests.

Subsection 18(7) of the Act states when a landlord intends to withhold all or portion of a security deposit, shall within 10 days after the tenant vacates or abandons a rental premises: shall give:

(a) notice of the intent to retain; or

(b) return all or a portion of the deposit.

The Rental Officer pointed out, and the Landlord's representative acknowledged they did not adhere to providing notice in accordance with the Act.

Rental arrears

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 testified the Tenant accumulated rental arrears. To support the claim, was a lease balance statement, arrears notices, statements, and a May 6, 2025 repayment agreement. In the repayment agreement the Tenant acknowledged rental arrears in the amount of \$7,806.41, and agreed to making monthly payments towards the debt.

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rent account. The statement indicated at the last time the Tenant was in a zero or positive balance on the rent account was September 22, 2022. The statement included damage charges, damage payments, and the application of the security deposit to both the arrears and damages.

After reviewing the security deposit application, I found the damage charges cleared, leaving a balance owed in the amount of \$7,06.41.

On August 12, 2025, the Landlord provided an updated statement. The statement showed the Tenant made a number of payments in May and June 2025, reducing the balance to \$2,044.62.

I am satisfied the lease balance statement accurately reflects the Landlord's accounting of the rent account and the Tenant has outstanding rent owing in the amount of \$2,044.62.

Orders

An order will be issued

- requiring the Tenant to pay to the Landlord arrears in the amount of \$2,044.62 (p. 41(4)(a)).

Jerry Vanhantsaeme
Rental Officer