

IN THE MATTER between **HNT**, Applicant, and **TB and JO**, Respondents;

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 Fort Resolution in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

TB AND JO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	August 22, 2025

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against TB and JO as the Respondents/Tenants was filed by the Rental Office July 23, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondents by registered mail on August 5 and August 8, 2025.

The Applicant alleged the Respondents abandon the rental premises, and left the rental premises in a poor condition. An order was sought for repair costs.

A hearing was scheduled for August 21, 2025, by three-way teleconference. MU appeared to represent the Applicant. The Respondents 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 for the Applicant to provide requested information, and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties and subsidized public housing from June 13, 2024 to September 30, 2024. At the end of the fixed term the tenancy renewed as a month-to-month tenancy until the rental premises was deemed abandoned on April 17, 2025. 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 #15869, dated April 17, 2018, requiring the Respondents to pay \$2,728.00 in rental arrears.

Rental Officer Order #18554, dated April 15, 2025, requiring the Respondents comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and not breach that obligation again. Requiring the Respondents comply with their obligation not to commit an illegal act or carry on an illegal trade, business, or occupation, or permit another person to do so, in the rental premises or residential complex, and not breach that obligation again. Terminate the tenancy agreement between the parties on or after April 17, 2025, and evict the Respondents on April 18, 2025.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

Security deposit

Section 10 of the tenancy agreement indicates the Tenants were required to pay a security deposit in the amount of \$700.00. Entered into evidence was the Landlord's Security Deposit Refund calculation sheet indicating the Landlord received the full security deposit and interest earned up to the end of the tenancy was \$0.29. The Total deposit was \$700.29.

The Landlord applied \$115.00 of the deposit to clear the rental arrears and \$550.30 to an invoice. It was noted \$34.99 of the security deposit was not applied to charges.

Cleaning and damages

The Landlord claimed costs for repair of damage and cleaning after it was determined the Tenants abandoned the rental premises. Entered into evidence was the check-in/out unit condition report, photographs, invoices, work order, letters to the Tenants, and condition rating form.

The Landlord stated the rental premises had also been damages from accelerant for an attempted burning and gunshots.

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.

In review of the evidence provided, the Rental Officer noted the entry inspection report, and photos showed the rental premises to be in good condition. After being deemed abandoned the rental premises, evidence provided showed the rental premises to be in a deplorable state of repair, and cleanliness. In confirmation with the Landlord's representative, the rental premises was renovated prior to the Tenants taking occupancy. The Landlord's representative testified the costs claimed include labour.

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 repairs. The following are the amounts claimed and my findings:

Cleaning costs

- **\$1,065.00 claimed** - Invoice #2007 - for a cleanup of the rental premises after abandonment. \$550.30 was applied from the security deposit leaving a balance of \$514.70 remaining. **\$514.70, approved. Supported by evidence and testimony.** .../4

Repair and Remediation costs

- **\$3,280.00 claimed** - Main entry/porch - Replace front landing and steps (\$1,920.00). Replace an exterior door (\$1,360.00). The landlord noted the landing and steps were not new, construction of the building was 2012. The landlord confirmed the size and construction. The typical lifespan for decks and landings under good care is 20 to 30 years. For claim purposes, a 25-year lifespan will be used. Depreciated value is $\$1,920.00 / 25\text{-years} = \76.00 per year. $\$76.00 \times 12.25\text{-years} = \931.00 value remaining in the landing and steps. The useful life of an exterior door is 30-years. The door was new upon occupancy in June 2024. Depreciated value is $\$1,360.00 / 30\text{-years} = \45.33 per year. The door was 9 months old on abandonment. $\$45.33 \times 29.25\text{-years} = \$1,325.90$ value remaining in the exterior door. **Total approved costs is \$2,256.00. Supported by evidence and testimony.**
- **\$1,550.00 claimed** - Kitchen - Replace stove (\$780.00), repair fridge (\$145.00), repair range hood (\$215.00), replace counter top (\$175.00), replace window handle (\$85.00), repair damaged floor tiles (\$150.00). The Landlord noted the stove was new at occupancy, the kitchen counter and floor tiles were from 2012. The useful life of a stove is 15-years. Depreciated value stove is $\$780.00 / 15\text{-years} = \52.00 per year. $\$52.00 \times 14.25\text{-years} = \741.00 value remaining in the stove. The useful life of a laminate kitchen counter top is 12-years. Depreciated value of the counter is $\$175.00 / 12\text{-years} = \14.58 per year. The kitchen counter exceeds the expected life. However, this does not mean the counter needed to be replace immediately as it was noted too only have scratches. A 2-year value in the amount of \$29.16 will be given for the counter top. The useful life of vinyl tiles is 25-years. Depreciated value of the tiles is $\$150.00 / 25\text{-years} = \6.00 per year. $\$6.00 \times 12.25\text{-years} = \73.50 value remaining in the tiles. **Total approved costs is \$1,288.66. Supported by evidence and testimony.**
- **\$1,390.00 claimed** - Living room - window replacement (\$830.00), replace vinyl tiles (\$560.00). The Landlord noted the windows were new at occupancy, and the floor tiles were from 2012. The useful life of a vinyl window is 15-years. Depreciated value of the window is $\$850.00 / 15\text{-years} = \56.67 per year. $\$56.67 \times 14.25\text{-years} = \807.55 value remaining in the window. The useful life of vinyl tiles is 25-years. Depreciated value of the tiles is $\$560.00 / 25\text{-years} = \22.40 per year. $\$22.40 \times 12.25\text{-years} = \274.40 value remaining in the tiles. **Total approved costs is \$1,081.95. Supported by evidence and testimony.**
- **\$2,055.00 claimed** - Bedrooms - replace three doors (\$705.00), replace window (\$705.00), and repair floor tiles (\$600.00). The Landlord noted the interior doors, and window were new at occupancy. It was also noted the flooring was from 2012. The useful life of an interior door is 20-years.

Depreciated value of the doors is $\$705.00 / 20\text{-years} = \35.25 per year. $\$35.25 \times 19.25\text{-years} = \678.56 value remaining in the doors. Depreciated value of the window is $\$705.00 / 15\text{-years} = \47.00 per year. $\$47.00 \times 14.25\text{-years} = \669.75 value remaining in the window. The useful life of vinyl tiles is 25-years. Depreciated value of the tiles is $\$600.00 / 25\text{-years} = \24.00 per year. $\$24.00 \times 12.25\text{-years} = \294.00 value remaining in the tiles. **Total approved costs is \$1,642.31. Supported by evidence and testimony.**

- **\$1,220.00 claimed** - Bathroom - replace door (\$235.00), clean/replace exhaust fan cover (\$90.00), tap, & sinks & plumbing repair (\$175.00), vanity counter top repair (\$75.00), replace silicone around tub (\$140.00), replace toilet (\$275.00), replace hardware (\$155.00), repair floor (\$75.00). The landlord noted the interior door, silicone and toilet were new on occupancy. The useful life of an interior door is 20-years. Depreciated value of the door is $\$235.00 / 20\text{-years} = \11.75 per year. $\$11.75 \times 19.25\text{-years} = \226.19 remaining value in the door. The useful life of most silicone products is 20-years, but can be reduced in a moisture rich environment. So a 18-year life span will be used for depreciated value. $\$140.00 / 18\text{-years} = \7.78 per-year. $\$7.78 \times 17.25\text{-years} = \134.21 value remaining in the silicone. The useful life of a toilet is 20-years. The depreciated value of the toilet is $\$275.00 / 20\text{-years} = \13.75 . $\$13.75 \times 19.25\text{-years} = \264.69 value remaining in the toilet. **Total approved costs is \$1,195.09. Supported by evidence and testimony.**
- **\$3,880.00 claimed** - Side entry and porch - replace exterior door (\$1,100.00), replace fixture (\$130.00), repair plywood floor (\$700.00), paint walls and ceiling (\$1,150.00), replace window (\$800.00). The Landlord noted the door and window was new at occupancy. The useful life of an exterior door is 30-years. The door was new upon occupancy in June 2024. Depreciated value of the door is $\$1,100.00 / 30\text{-years} = \36.67 per year. $\$36.67 \times 29.25\text{-years} = \$1,072.60$ value remaining in the exterior door. The useful life of a window is 15-years. Depreciated value of the window is $\$800.00 / 15\text{-years} = \53.33 . $\$53.33 \times 14.25\text{-years} = \759.95 value remaining in the window. **Total approved costs is \$3,812.55. Supported by evidence and testimony.**
- **\$85.00 claimed and approved** - Utility room - service repair of heat recovery ventilator (\$85.00). **Supported by evidence.**
- **\$6,490.00 claimed** - Miscellaneous charges - paint and patch (\$5,410.00), repair/replace interior stairs and rails (\$760.00), replace detectors (\$145.00), replace fire extinguishers (\$175.00). The Landlord noted the rental premises was painted prior to occupancy. The Landlord confirmed the \$760.00 charge was for porch deck, and steps. The typical lifespan for decks and landings under good care is 20 to 30 years. For claim purposes, a 25-year lifespan will be used. Depreciated value is $\$760.00 / 25\text{-years} = \30.40 per-year. $\$30.40 \times 12.25\text{-years} = \372.40 value remaining in the porch deck and steps. .../6

- The useful life of paint is 8-years. Depreciated value of paint is \$5,410.00 / 8-years = \$676.25 per year. \$676.25 x 7.25-years = \$4,928.00 value remaining for the patch and paint. **Total approved costs is \$5,620.40. Supported by evidence and testimony.**
- **\$15,897.50 claimed and approved** - Crawl space. Landlord testified a contractor was used to remove damaged wood, gut piping and insulation in the crawl space due to fecal contamination. **Supported by evidence and testimony.**
- **\$760.00 claimed** - Siding - repair/replace siding damaged by fire (\$760.00). Landlord noted the siding was installed in 2012. It was confirmed the siding was fibre cement. The useful life of fibre cement siding is 50-years. Depreciated value of the siding is \$760.00 / 50-years = \$15.20 per year. \$15.20 x 37.25-years = \$566.20 value remaining in the siding. **Total approved costs is \$566.20. Supported by evidence and testimony.**

\$ 33,761.26	Approved damage costs
\$ 34.99	Balance of security deposit applied
\$ 33,726.27	Balance owing

I am satisfied the Tenants are responsible for the costs of cleaning and repairs in the Amount of \$33,726.27.

Orders

An order will be issues:

- requiring the Tenants to pay to the Landlord the costs for cleaning and repair in the amount of \$33,726.27 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer