IN THE MATTER between **HNT**, Applicant, and **IB**, 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 **Town of Fort Smith in the Northwest Territories;**

BETWEEN:

HNT

Applicant/Landlord

-and-

IB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	**October 22, 2025**
Place of the Hearing:	**Yellowknife, Northwest Territories**
Appearances at Hearing:	**JY and PM, representing the Applicant and DC Legal Counsel for the Applicant**
Date of Decision:	**October 24, 2025**

REASONS FOR DECISION

An application to a rental officer made by FSHA for the N.W.T.H.O., as the Applicant/Landlord against IB as the Respondent/Tenant was filed by the Rental Office April 2, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was deemed served on the Respondent by email on August 3, 2025.

The Applicant claimed the Respondent had repeatedly not paid their rent on time and had accrued significant rental arrears, they were also responsible for costs for repair of damages and outstanding utilities that had been paid by the Applicant. They sought an order for payment of rental arrears, payment of costs for repair of damages, payment of utilities owing, as well as termination of the tenancy agreement, eviction and compensation for use and occupation of the rental premises after the termination of the tenancy.

A hearing was held on October 22, 2025, by teleconference. JY and PM appeared representing the Applicant, DC appeared as legal counsel for the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent was provided appropriate notice of this hearing by email as set out by Justice A. Piché in their *Ex Parte* Order dated July 29, 2025, the hearing continued in the Respondent's absence, as provided for in subsection 80(2) of the *Residential Tenancies Act* (the Act).

At the hearing I reserved my decision on the tenant damages and utilities pending further review.

Preliminary matters

On the application the Applicant is referred to as "FSHA for the N.W.T.H.O.", at the hearing it was clarified that the FSHA is appearing on behalf of HNT. HNT is the current legal name for the NTHC. The style of cause was amended accordingly.

Previous orders

- Rental Office File #15810 - NTHC v IB (formerly Lalonde), decision dated February 28, 2018, requiring the Respondent to pay rental arrears owing in the amount of $1,632.14 and to pay future rent on time.
- Rental Office File #17270 - NTHC v IB, decision dated August 24, 2021, requiring the Respondent to pay rental arrears in the amount of $9,545.25, pay costs for repairs in the amount of $682.25, and comply with their obligation to report household income to

.../3

the Applicant in accordance with article 6 of the tenancy agreement. The reasons to this decision note that previous Rental Officer order file #15810 has been satisfied.

- Rental Office File #17735 - NTHC v IB, decision dated November 22, 2022, requiring the Respondent to pay rental arrears that have accumulated since Rental Officer Order #17270 was issued in the amount of $20,475.00, terminating the tenancy agreement on November 30, 2022, evicting the Respondent from the rental premises on December 1, 2022, requiring compensation of $53.43 for each day the Respondent remained in occupation of the rental premises after November 30, 2022.

  This order was appealed by IB and on March 5, 2025, Justice Anne Piché of the Supreme Court granted the appeal, finding that the Respondent did not receive valid notice of the hearing. Justice Piché set aside the rental officer's order, and ordered a new hearing before a rental officer and that a notice of attendance be served on the parties at least 14 days before the scheduled hearing date and that the Respondent receive personal service of the notice of attendance.

  Later in an *Ex Parte* Order, Justice Piché concluded that the Appellant, IB, was evading service of the notice of attendance. The Justice varied the original order removing the requirement for personal service, and allowing service by email, with service deemed three days after copies are emailed.

  The notice of the hearing and the application was sent by email on July 31, 2025, deemed served on August 3, 2025, and proof of service was provided to the Rental Office.

Tenancy agreement

The written tenancy agreement provided as evidence is for subsidized public housing commencing on December 23, 2014, and continuing month to month. In March 2025, the Respondent was charged full market rent of $1,625.00. At the hearing the Respondent testified that despite repeated warnings in this and previous years the Respondent had repeatedly not completed their income tax and had not provided household income information as required under article 6 of the tenancy agreement and as required to receive a rental subsidy.

On June 20, 2025, after repeated attempts to contact the Respondent, the Applicant's staff visited the rental unit for a routine maintenance inspection and found the Respondent had abandoned the rental unit and someone else was living there.

Under subsection 1(3) of the Act, a tenant has abandoned the rental premises where the tenancy has not been terminated according to the Act and (a) the landlord has reasonable grounds to believe they have left.

.../4

After the inspection, efforts were made to contact the Respondent to determine what they wanted to do with their personal property. On July 18, 2025, the Applicant spoke to the Respondent's spouse, who reported they were living in BC, but they wanted to come and collect personal belongings. Neither the Respondent nor their spouse did any follow-up, and I understand their belongings remained in the unit.

I am satisfied there was a valid tenancy agreement between the parties in accordance with the Act and this tenancy was terminated on June 20, 2025.

Rental arrears

According to the lease balance statement provided by the Applicant, as of March 1, 2025, the balance owing is $78,891.90. I calculated the amount owing for the rent, that has accrued since the previous order as $62,215.00, based on the following calculation:

$10,227.50 - (previous order #17270, that can still be enforced);
$349.55 - outstanding charges for tenant damages;
$2,099.85 - outstanding charges for utilities;
$62,215.00 - rent accrued since last order (charges $63,275.00 - payments $1,060.00 = $62,215.00).
$74,891.90 balance on statement.

At the hearing the Applicant stated that they had missed the deadline for providing an updated statement but their intention was to charge rent up to October 2025, as the Respondent had not removed their personal property from the rental unit. I stated that as the tenancy had been terminated on June 20, 2025, they could only charge rent up to that date. As the Applicant had not provided an updated statement, they stated that they would be satisfied with claiming rent up to and including March consistent with the statement provided with the application. They testified that no payments had been made in March, so the full month was owing.

Based on the evidence and testimony, and with the agreement of the Applicant, I find the Respondent has outstanding rental arrears owing that can be ordered in the amount of $62,215.00.

Tenant damages

The Applicant has claimed $349.55 for tenant damages as follows:

- $193.20 (includes GST) - tow vehicle away and dispose of it. The Applicant provided as evidence a copy of a letter and an invoice to the Respondent dated June 14, 2023, work

order TD 39189, and an invoice from TDC Contracting Ltd for $193.20. According to the documents the vehicle belonging to the Respondent was parked at a nearby 4-plex, and the Respondent had been given a number of chances to move the vehicle but did not do so. The Applicant testified that they had pursued this charge with the Respondent but had not been successful.

At the hearing, I reserved my decision, stating that I was not sure this claim for costs that did not occur on the residential complex could be charged to the tenant under the Act. Legal Counsel for the Applicant suggested that article 22 of the tenancy agreement, titled "Indemnity" may apply in this case.

Subsection 42(1) of the Act states "a tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant". Under subsection 42(3), on application of a landlord, a rental officer determines that a tenant has breached their obligation they may make and order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

At the hearing I pointed out that parking is not covered in the tenancy agreement provided as evidence and asked if there was a special agreement with this tenant for parking at an alternate site. The Applicant stated that there may be something in the house rules but they were not sure. There was parking provided at the residential complex but the Respondent parked their vehicle elsewhere.

The tenancy agreement article 22. Indemnity, states in part "The tenant shall defend, indemnify and hold harmless the Landlord, it employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omission of the Tenant, other authorized occupants of the Premises or any persons who are permitted on the Premises by the Tenant".

After further consideration and review of the Act and the tenancy agreement, I deny the Applicant's claim for costs to remove the vehicle from another property. The alleged damages are not to their rental unit or residential complex and are therefore not a breach of subsection 42(1) of the Act, and are not eligible for costs under subsection 42(3) of the Act, or the indemnity clause in the tenancy agreement.

It is my opinion that as there is no agreement extending the Tenant's obligations to the 4-plex parking area, the actions taken by the Respondent in this case and the associated costs were outside the Respondent's obligations under the Act.

.../6

- $159.35 (including GST) - to replace the back door lock and front door lock. The Applicant provided as evidence a letter dated March 1, 2024, and invoice to the Respondent stating the work was completed to replace drilled-out lock on back door and personal lock installed on front door.

  Also provided is a copy of the Work Order TD 400670 opened on November 24, 2023, and closed on March 1, 2024. The request on the Work Order states "Replace drilled out lock that is on the back door and personal lock that is installed on the front door". However, there is also a note on the work order stating "change out deadbolts front and back as tenant has been evicted".

  At the hearing I asked the Applicant to clarify if the work was to replace locks that had been tampered with or because the Tenant has been evicted. I pointed out that the order terminating the tenancy agreement and evicting the Respondent on December 1, 2022, had been appealed and later set aside.

  The Applicant was not able to clarify this for me, as they did not have direct knowledge of the situation. As a result, at the hearing, I denied their claim for costs to replace the locks.

Based on the evidence and testimony, and for the reasons provided, I deny the claim totalling $349.55 for costs to repair damages.

Utilities

The Applicant stated that under article 8 of the tenancy agreement entitled "Utilities", the Respondent was responsible for utility costs. They claimed the Respondent was behind on their power bills and despite repeated reminders did not pay, and eventually when the Applicant was concerned that the rental unit was at jeopardy of freezing up, they assumed the power account. The costs claimed totalling $2,099.85 are for power, paid by the Applicant for the Respondent during the period November 14, 2023 to June 14, 2024 in the amount of $1,482.68, and another charge in October 31, 2024 in the amount of $617.17.

They provided the following evidence to support their claim:

- letters to the Respondent dated April 27, 2022 and May 24, 2022 informing them that the Applicant was aware the Power Corporation had given the Respondent service disconnection warnings;
- a copy of a Customer Service Order dated October 24, 2023, to change over the power account, from the Respondent to the Applicant;

.../7

- a letter dated July 10, 2024, and attached invoice for power in the amount of $1,482.68;
- a statement for power used and costs accrued during the period that the Applicant was paying for power directly, from November 14, 2023 to June 14, 2024 - totalling $1,482.68.

At the hearing I approved costs claimed totalling $1,482.68 to compensate the Applicant for utilities they paid, and an order will issue for this amount. Under subsection 45(1) of the Act "where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations". I confirmed that according to their written tenancy agreement the Respondent is responsible for costs of utilities. Finally the costs are reasonable and supported by the evidence including the statement for power used and the invoice to the Respondent. The other charge of $617.17 is denied, as it appears only in the lease balance statement and is not supported by any other evidence.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of $62,215.00 (p. 41(4)(a));
- requiring the Respondent to compensate the Applicant in the amount of $1,482.68 for utilities (p. 45(4)(c)).

Janice Laycock
Rental Officer