

IN THE MATTER between **NRR**, Applicant, and **HN and HCN**, 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 **City of Yellowknife in the Northwest Territories**;

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**HON AND HCN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 2, 2025**

**Place of the Hearing:**       **Yellowknife, Northwest Territories**

**Appearances at Hearing:**   **SM, representing the Applicant**

**Date of Decision:**           **October 3, 2025**

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against HN and HCN as the Respondents/Tenants was filed by the Rental Office on August 7, 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 Respondents by email and deemed on August 10, 2025.

The Applicant alleged the Respondents provided a written notice to vacate the rental premises. The parties mutually agreed to the termination. When the Applicant went to inspect the rental premises, one of the Respondents remained in, and refused to vacate the rental premises. As a result of the Respondents not vacating, the Applicant was unable to provide the rental premises to the new occupant. An order was sought to terminate the tenancy agreement, and eviction, and for the Respondents to pay overholding charges. During the hearing the Applicant advised they received vacate possession of the rental premises and no longer required an order to terminate the tenancy agreement, or eviction.

A hearing was scheduled for October 2, 2025, by three-way teleconference. SM 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 documentation, and to review the evidence, and testimony.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement from December 1, 2018 to November 30, 2019. The tenancy was renewed for a fixed term running from January 1, 2025 to December 31, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Evidence and testimony also established the tenancy agreement between the parties was mutually terminated on July 31, 2025.

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

#### *Security deposit*

Evidence presented by the Landlord indicated the security deposit of \$840.00, and \$1.23 in accumulated interest for a total of \$841.23 was retained and applied to the rent account.

### *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 spoke to the mutual termination. The Landlord's representative noted when going to rental premises after the tenancy ended, they found one Tenant had not vacated for personal reasons, which caused a delay in allowing the Landlord to re-rent the rental premises. The remaining Tenant eventually vacated.

The lease ledger entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. At the time of the application, the monthly rent charge was \$1,735.00 and the Tenants had accrued arrears of \$1,735.00.

On October 1, 2025, the Landlord provided an updated ledger showing a balance owing of \$1,955.44. The ledger included cleaning charges in the amount of \$200.00, an administration fee of \$42.00, and \$10.00 GST for a total of \$252.00. These charges are not considered rent. The ledger showed the Landlord charged a pro-rated rent in the amount of \$809.67, for overholding after the tenancy had ended, and also applied the security deposit.

Subsection 51(1) of the Act states, when the parties have entered into a fixed term tenancy, a tenant may terminate the tenancy by giving the landlord notice to terminate not later than 30 days from the end of the termination date as noted in the tenancy agreement.

Subsection 50 of the Act, allows the parties to terminate an tenancy agreement on a specific date.

Subsection 67(1) of the Act states, a landlord is entitled to compensation for a former tenant's use and occupation of the rental premises after the tenancy has been terminated.

Subsection 67(4) of the Act, outlines, when upon an application of a landlord, and the rental officer determines that a landlord is entitled to compensation for use and occupation of the rental premises after the tenancy has been terminated, the rental officer may order former tenant(s) to pay the landlord compensation specified in the order.

While one Tenant did vacate by the agreed upon termination date, and the second did not, the Landlord was unable to re-rent the unit. As the tenancy was a joint tenancy, both parties are responsible for the unpaid rent and overholding charges.

After removing the \$252.00 charge, the balance owing outstanding rent was \$1,703.44. I am satisfied the ledger accurately reflects the Tenant's rent account.

### *Cleaning costs*

Subsection 45(2) of the Act states, tenant(s) shall maintain the rental premises in an ordinary state of cleanliness.

The Landlord's representative stated when the rental premises was not returned in a ordinary state of cleanliness. The Landlord sought the cost of cleaning, administration and GST in the amount of \$252.00.

The Rental Officer questioned provision of supporting documentation. The Landlord's representative stated documents were sent to the Rental Office prior to the hearing date. The Rental Officer confirmed documentation had not been received. Upon request the documents were provided.

Subsection 83(1) of the Act, allows a rental officer to make an order or decision that has been applied for, or that could have been applied for, that they consider justified in the circumstances.

In review of Schedule "B" of tenancy agreement, the Landlord has a pre-set charge of \$40.00/hr per cleaner. Based on the evidence, I find the Tenants did not return the rental premises in an ordinary state of cleanliness, resulting in the Landlord to bring in a cleaner to prepare the unit for a new occupant.

I am satisfied the Landlord's claim for cleaning in the amount of \$252.00 to be valid.

### *Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$1,703.44 (p. 41(4)(a)); and
- requiring the Tenants to pay to the Landlord cleaning costs in the amount of \$252.00 (p. 45(4)(d), ss. 83(1)).

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Jerry Vanhantsaeme  
Rental Officer