

IN THE MATTER between **HN**, Applicant, and **JS**, 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 Hay River in the Northwest Territories**;

BETWEEN:

**HN**

Applicant/Landlord

-and-

**JS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 7, 2025**

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

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

**Date of Decision:**           **October 7, 2025**

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of the HN as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office on August 13, 2025. The application was made regarding a residential tenancy agreement for a rental premises located on K'atlodeeche First Nations, Northwest Territories. The filed application was served on the Respondent on September 8, 2025, by registered mail.

The Applicant alleged the Respondent was evicted and had outstanding arrears and damages to the rental premises. An order was sought for arrears and damages.

A hearing was scheduled for October 7, 2025, by three-way teleconference. AS 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 provided established a month-to-month tenancy agreement for subsidized housing commencing June 27, 2024 to March 3, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #17231, dated May 13, 2021, required the Respondent pay \$666.00 in rental arrears, and pay future rent on time.

Rental Officer Order #17794, dated January 13, 2023, required the Respondent pay \$325.00 in arrears, pay future rent on time, terminate the tenancy agreement between the parties on April 30, 2023, unless the arrears are paid in full and the monthly subsidized rents for February, March and April 2023 are paid on time.

Rental Officer Order #18121, dated January 17, 2024, required the Respondent pay \$192.60 in arrears.

Rental Officer Order #18429, dated November 13, 2024, required the Respondent pay \$2,940.00 in arrears, pay future rent on time, report household income in accordance with paragraph 6 of the tenancy agreement, terminate the tenancy agreement between the parties on December 31, 2024, unless the household income is reported and the monthly rent for December is paid in full, and should the tenancy agreement be terminated, an eviction would be authorized for January 1, 2025.

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 statement, the statement indicated \$1,200.00 was paid towards the security deposit and the interest earned was \$1.16. The Letter noted there was outstanding damages, and unpaid rent for a total of \$8,183.53. The statement indicated after applying the damage deposit, there was \$6,982.37 owing. The Landlord also testified, the security deposit was applied to the previous order.

The Act allows a landlord may retain all or part of a security deposit, a pet security deposit or both for rental arrears and for repairs of damages to a rental premises caused a tenant or their guest. While at the same time, the landlord must ensure proper notice of retention is provided, as directed under the Act.

While the Landlord applied the security deposit against a previous unpaid order, I find it more appropriate to apply the security deposit to the rent account after the order was issued.

#### *Arrears*

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance with the terms set out in the tenancy agreement.

To support the Landlord's claim, an aged detail report and lease balance statement were submitted. The statement indicated at the time of the application, the monthly rent was \$1,545.00, and the last time there was a zero balance was September 12, 2024. The statement also indicated there was \$1,544.94 in damage charges. Damages are not considered arrears.

The statement indicated from the last order, the Tenant had rent charges of \$4,785.00, and only paid \$230.00, leaving an unpaid balance of \$4,555.00. After applying the \$1,201.16 security deposit to the arrears balance, I find a balance owing in the amount of \$3,353.84.

I am satisfied the statement accurately reflects the Tenant's rent account, and has \$3,353.84 in rental arrears.

#### *Tenant damages and cleaning costs*

The Landlord is claiming the costs of cleaning and repairs to the rental premises. To support the Landlord's claim are invoices, work orders, photos of the rental premises at the start of the tenancy, and after the eviction.

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. 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 shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in an ordinary state of cleanliness. Under subsection 45(4) of the Act, where, on an application of a landlord, a rental officer determines that a tenant has breached an obligation imposed by this section, the rental officer may make an order: (d) authorizing any action that is to be taken by the landlord to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses directly associated with the action.

The Rental Officer questioned the photo evidence regarding the fire damage. The Landlord's representative spoke to a possible cause but could not be directly linked to the Tenant.

In review of the evidence at the start of the tenancy, the rental premises was in an overall good condition, whereas the photos after the eviction occurred showed the rental premises in an unclean state.

When determining costs, I took into account the reason for the charges and the action taken by the Landlord. The following are the amounts claimed and my findings:

- **\$253.03 claimed and approved** - invoice #41336 - changing of locks at tenants request. Supported by evidence;
- **\$181.63 claimed and approved** - invoice #41897 - changing locks after eviction. Supported by evidence;
- **\$114.74 claimed and approved** - invoice #41898 - wood for securing the building after eviction. Supported by evidence;
- **\$55.65 claimed and approved** - invoice #41922 - labour charge for lock change after eviction. Supported by evidence;
- **\$83.48, claimed and approved** - invoice #41923 - labour charge for securing the building with plywood after the eviction. Supported by evidence;
- **\$43.87, claimed and approved** - invoice #42559 - charge for replacement of light bulbs in rental premises. Supported by evidence;

- **\$345.74, claimed and approved** - invoice #42560 - for removal and disposal of items and trash left at the rental premises;
- **\$357.60, claimed and approved** - invoice #42561 - labour to clean up, and tipping fees for landfill. Supported by evidence; and
- **\$109.20, claimed and approved** - invoice #42562 - labour charge to assist in cleanup. Supported by evidence.

Total charges for damages and cleaning is \$1,544.94.

I am satisfied the Tenant is responsible for cleaning and repairs in the amount of \$1,544.94.

### *Orders*

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$ 3,353.84 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning \$1,544.94 (p. 42(3)(e), p. 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer