

IN THE MATTER between **HN**, Applicant, and **TG**, 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-

TG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 8, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
	TG, representing the Respondent
<u>Date of Decision:</u>	October 8, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HN as the Applicant/Landlord against TG 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 in Hay River, Northwest Territories. The filed application was served on the Respondent by email and registered mail. The email was deemed served on September 7, 2025 and the registered mail was deemed served on September 11, 2025.

The Applicant alleged the Respondent had caused damages to the rental premises. An order was sought for tenant damages.

A hearing was scheduled for October 8, 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 April 1, 2012 to March 18, 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 (gtg)

Rental Officer Order #17796, dated December 8, 2022, required the Respondent pay \$689.35 in arrears, and pay future rent on time.

Rental Officer Order #18144, dated March 1, 2024, required the Respondent pay \$140.00 since the last order was issued, pay future rent on time, report household income in accordance with section 6 of the tenancy agreement, and not breach that obligation again, terminate the tenancy agreement on May 31, 2024, unless the arrears of \$829.35 are paid in full, and the monthly subsidized rents for March, April and May are paid on time, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on June 1, 2024.

Rental Officer Order #18491, dated January 13, 2025, required the Respondent not to cause disturbances and not breach that obligation again, not to commit an illegal act or carry on an illegal trade, business, or occupation in the rental premises or residential complex and not to breach that obligation again. Terminate the tenancy agreement between the parties on January 23, 2025, and evict the Respondent from the rental premises on January 24, 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 \$500.00 was paid towards the security deposit and the interest earned was \$2.59. The statement also noted outstanding damages and rent owing.

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.

Entered into evidence was an aged detail report and lease balance statement. The statement indicated the from the last hearing date to the eviction, the Tenant accrued \$199.35 in arrears. The statement also included \$7,020.23 in tenant damages. Damages are not considered arrears.

The Landlord applied a portion of the security deposit, clearing the arrears. The remaining \$303.24 of the security deposit will be applied to damages.

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 then 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.

In review of the evidence provided, at the start of the tenancy, the Landlord provided the Tenant a unit in good condition, with minor deficiencies. When returned after the eviction, the rental premises was in an unsanitary state and in poor condition.

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

- **\$65.10, claimed and approved** - invoice #41910 - charge for changing locks after eviction. **Supported by evidence;**
- **\$182.58, claimed and approved** - invoice #41911 - charge for securing the rental premises after eviction. **Supported by evidence;**
- **\$464.37, claimed and approved** - invoice #42317 - charges for removal of trash and items from the rental premises, grounds. **Supported by evidence;**
- **\$2,080.74, claimed and approved** - invoice #42503 - contractor charge for cleaning of the rental premises and grounds. **Supported by evidence;**
- **\$598.03, claimed and approved** - invoice #42709 - charge for dumpster. **Supported by evidence;**
- **\$140.18, claimed and approved** - invoice #42525 - charge for replacing storm door knob. **Supported by evidence;**
- **\$178.61, claimed and approved** - invoice #42530 - charge for replacing trim and weather stripping around front door. **Supported by evidence;**
- **\$278.25, claimed and approved** - invoice #42535 - charge for removing items from the walls and ceiling throughout rental premises. **Supported by evidence;**
- **\$612.15, claimed and approved** - invoice #42524 - charge for repairing holes in drywall throughout rental premises. **Supported by evidence;**
- **\$419.37, claimed and approved** - invoice # 42526 - charge for replacing damaged and missing rubber base throughout rental premises. **Supported by evidence;**
- **\$59.91, claimed and approved** - invoice #42528 - charge for replacing burnout light bulbs in rental premises. **Supported by evidence;**
- **\$110.18, claimed and approved** - invoice #42529 - charge for replacing electrical covers throughout rental premise. **Supported by evidence;**
- **\$269.98, claimed and approved** - invoice #42536 - charge for replacing damaged and missing ceiling tiles. **Supported by evidence;**

- **\$62.54, claimed and approved** - invoice #42523 - charge for replacing the missing kitchen exhaust fan pipe. **Supported by evidence;**
- **\$221.50, claimed and approved** - invoice #42537 - charge for replacing damaged interior doors. Landlord applied the useful life, based on 20-years with 5-years remaining. **Supported by evidence;**
- **\$27.83, claimed and approved** - invoice #42531 - charge to replace missing bathroom fan covers. **Supported by evidence;**
- **\$34.61, claimed and approved** - invoice #42532 - charge to replace missing bathroom sink stoppers. **Supported by evidence;**
- **\$64.19, claimed and approved** - invoice #42533 - charge to replace missing and damaged toilet paper holders in bathrooms. **Supported by evidence;**
- **\$63.19, claimed and approved** - invoice #42534 - charge for replacing damaged towel bar in bathroom. **Supported by evidence;**
- **\$130.20, claimed and approved** - invoice # 42318 - charge for inspecting windows throughout rental premises for damages. **Supported by evidence;**
- **\$129.12, claimed and approved** - invoice #42316 - charge for replacing window parts. **Supported by evidence;**
- **\$273.40, claimed and approved** - invoice #42527 - charge for repair/replacing all window screens. **Supported by evidence;**
- **\$91.46, claimed and approved** - invoice #42566 - charge for replacing broken/missing screen retaining clips and glide tracks. Landlord applied useful life based on 15-years with 5-years remaining. **Supported by evidence;** and
- **\$462.74, claimed and approved** - invoice #42710 - charge for replacing two damaged windows. Landlord applied useful life, based on 15-years, with 5-years remaining. **Supported by evidence.**

\$ 7,020.23	Approved damages and cleaning costs
\$ 303.24	Balance of security deposit applied
\$ 6,716.99	Balance owing

I am satisfied the Tenant is responsible for repairs and cleaning in the amount of \$6,716.99.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning \$6,716.99 (p. 42(3)(e), p. 45(40(4))).

Jerry Vanhantsaeme
Rental Officer