

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

**SS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 9, 2025**

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

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

**Date of Decision:**           **October 9, 2025**

### **REASONS FOR DECISION**

An application to the rental officer made by HRHA on behalf of HN as the Applicant/Landlord against SS 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 costs.

A hearing was scheduled for October 9, 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 presented established a month-to-month tenancy agreement for subsidized housing starting February 22, 2023, until March 3, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #18149, dated March 1, 2024, required the Respondent to pay rent on time in the future, comply with their obligation to report household income in accordance with section 6 of the tenancy agreement, not breach that obligation again, and to compensate the Applicant for costs related to after-hours call-outs fees in the amount of \$52.50.

Rental Officer Order #18423, dated November 1, 2024, required the Respondent comply with their obligation not to disturb the Landlord or other Tenant's possession or enjoyment of the rental premises or residential complex, not breach that obligation again, a conditional graduated termination of the tenancy agreement, and a graduated eviction to correspond to the termination.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

#### *Security deposit*

The Landlord's representative testified the security deposit was returned to the Tenant as they

would have been unable to conduct the exit inspection in the required timeline to retain the security deposit. The security deposit was applied to charges and the remainder along with a rent credit was returned to the Tenant

The Landlord entered into evidence a Damage Deposit statement, which indicated \$1,200.00 was paid towards the security deposit and the interest earned was \$0.25. The statement indicated the Tenant's outstanding charges.

*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 letters, invoices, work orders, photos of the rental premises at the start of the tenancy, and then after the eviction.

The Landlord's representative testified when returning the security deposit, they advised the Tenant that once the check-out was completed, they would charge the Tenant for the damages.

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 an unit in good condition, with minor deficiencies. After the eviction, the rental premises was found to be 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:

- **\$95.10, claimed and approved** - invoice #42326 - charge for removal of trash and items left in unit, shed and grounds. **Supported by evidence;** .../4

- **\$456.59, claimed and approved** - invoice #42335 - charge for removal of trash and tipping fees for land fill. **Supported by evidence;**
- **\$934.50, claimed and approved** - invoice #42337 - charge for removal of derelict vehicle. **Supported by evidence;**
- **\$470.39, claimed and approved** - invoice #42325 - charge to repair drywall throughout rental premises. **Supported by evidence;**
- **\$94.91, claimed and approved** - invoice #42333 - charge to replace damaged weather stripping on door. **Supported by evidence;**
- **\$111.29, claimed and approved** - invoice #42334 - charge to replace smoke/CO2 detectors. **Supported by evidence;**
- **\$74.54, claimed and approved** - invoice #42329 - charge to replace fire extinguisher due to damage. **Supported by evidence;**
- **\$62.45, claimed and approved** - invoice #42336 - charge to replacement of burnt out light bulbs in unit. **Supported by evidence;**
- **\$83.48, claimed and approved** - invoice #42332 - charge to repair HRV insulation. **Supported by evidence;**
- **\$244.45, claimed and approved** - invoice #42327 - charge to replace fridge shelf. **Supported by evidence;**
- **\$37.47, claimed and approved** - invoice #42328 - charge to replace sink stopper. **Supported by evidence;**
- **\$38.13, claimed and approved** - invoice #42711 - charge to replace timer knob in bathroom. **Supported by evidence;**
- **\$62.78, claimed and approved** - invoice #42331 - charge to replace keyed doorknob on master bedroom door. **Supported by evidence;** and
- **\$65.10, claimed and approved** - invoice #42330 - charge to repair damaged screens. **Supported by evidence.**

<b>\$ 2,831.18</b>	<b>Total cost for cleaning and repairs</b>
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I am satisfied that the Tenant is responsible for cleaning and repairs in the amount of \$2831.18.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning \$2,831.18 (p. 42(3)(e), p. 45(40(4))).

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Jerry Vanhantsaeme  
Rental Officer