

IN THE MATTER between **HNT**, Applicant, and **DT**, 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:

**HNT**

Applicant/Landlord

-and-

**DT**

Respondent/Tenant

**REASONS FOR DECISION**

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

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

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

**Date of Decision:**           **October 2, 2025**

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DT as the Respondent/Tenant was filed by the Rental Office August 14, 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 e-mail on September 4, 2025. The email was deemed served on September 7, 2025, and the registered mail was served September 23, 2025.

The Applicant alleged after the Respondent was evicted, they left the rental premises in an unclean state and caused damages. An order was sought for the cost of cleaning and repairs.

A hearing was scheduled for October 2, 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 between the parties for subsidized public housing commencing December 1, 2014, until the Respondent was evicted on 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*

Rental Officer Order # 16438, issued May 8, 2019, required the Respondent to pay \$300.00 in rental arrears, pay future rent on time, pay costs of repairs in the amount of \$535.95, and order conditional termination and eviction of the tenancy dependent on the arrears and cost of repairs are paid in full and the monthly rents from May to August are paid on time.

Rental Officer Order #16998, issued September 3, 2022, required the Respondent to comply with their obligation not to cause disturbances and not breach that obligation again.

Rental Officer Order #17515, issued April 26, 2022, required the Respondent to pay future rent on time.

Rental Officer Order #17669, issued September 1, 2022, required the Respondent to pay \$320.00 in rental arrears, pay future rent on time, not to disturb the landlord and other tenants, conditional termination of the tenancy agreement on November 30, 2024, unless the

rental arrears and subsidized rents for September, October and November are on time, and should the tenancy be terminated, evicting the Respondent from the rental premises on December 1, 2022.

Rental Officer Order #18254, issued May 30, 2024, required the Respondent to comply with their obligation to report any changes in the number of occupants to the landlord in accordance with the tenancy agreement, a graduated monthly conditional termination and eviction order, with regards to reporting of occupants.

Rental Officer Order #18367, issued October 22, 2024, required the Respondent comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and not breach that obligation again. Comply with their obligation not to commit an illegal act or carry on an illegal trade, business, or occupation, or permit another person to do so, in the rental premises, or residential complex, and not breach that obligation again. A graduated monthly termination and eviction with regard to complying with their obligation not to cause disturbances or allow illegal activities at the rental premises.

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

#### *Security deposit*

Section 9 of the tenancy agreement indicates the tenant was required to pay a security deposit.

A letter from the Landlord noted the Tenant had a security deposit of \$1,000.00, but the statement of interest and earning showed the security deposit paid was \$500.00. The Rental Officer questioned, and the Landlord's representative spoke to this being an error on their part. The actual security deposit was \$500.00. The \$500.00 amount was supported by the tenancy agreement.

Entered into evidence was the Landlord's statement of interest earned showing \$500.00 was paid on December 1, 2014. The statement also indicated \$1.54 was the interest earned. The total retained was \$501.54. The statement also included the balance owed for damages. The Landlord statement indicated the Tenant had a damage balance of \$2,730.93, after applying the security deposit, the balance owing was \$2,229.39 sent notice to the Tenants they would be retaining the security deposit and interest to apply to the arrears and damages.

#### *Rent statement*

The lease balance statement entered into evidence represents the Landlord's accounting of the

rent and payments received against the Tenant's rent account. The statement indicated the rent was based on household income and the last time the Tenant had a zero balance was September 3, 2024. The statement also included tenant damage and cleaning costs in the amount of \$2,730.93. Damages are not considered 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 for removal of a derelict vehicle, cleaning of the property, changing of locks, and securing the rental premises after eviction.

The Landlord's representative stated due to the age, and construction materials in the unit, and damages, the Tenant was not charged for building repairs, as it would most likely be shut down. The charges only applied were for the cleanup of the rental premises, and town charges for cleanup.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their willful 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.

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:

- **\$849.37, claimed and approved** - work order #443343 - charge from town to clean up property and remove burnt vehicle.
- **\$65.10, claimed and approved** - work order #455475 - charge for changing of lock during eviction.
- **\$198.22, claimed and approved** - work order #455476 - charge for securing the unit with plywood after eviction.

- **\$1,575.00 claimed and approved**- work order #480050 - charge for removal of items and rotten shed on the grounds of the rental premises.
- **\$186.74 claimed** and approved - work order #478980 - landfill tipping fees for work order #480050.

<b>\$ 2,874.43</b>	<b>Approved costs for cleaning and repairs</b>
<b>\$ 143.50</b>	<b>Amount paid by tenant</b>
<b>\$ 501.54</b>	<b>Security Deposit</b>
<b>\$ 2,229.39</b>	<b>Balance owed</b>

I am satisfied the Tenant is responsible for cleaning and repairs in the amount of \$2,229.39.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning in the amount of \$2,229.93 (p. 42(3)(e), p. 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer