

IN THE MATTER between **HNT**, Applicant, and **TZ**, 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 **City of Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**TZ**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 13, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b>Appearances at Hearing:</b>	<b>PS, representing the Applicant</b>
<b>Date of Decision:</b>	<b>November 18, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against TZ as the Respondent/Tenant was filed by the Rental Office on October 3, 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 Respondent by email and deemed on October 9, 2025.

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

A hearing was scheduled for November 13, 2025, by three-way teleconference. PS appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. Pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondents' absence. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

#### *Tenancy agreement*

The evidence established a month-to-month tenancy agreement for subsidized public housing from March 25, 2019 to June 24, 2025, when it was determined the Respondent abandoned the rental premises. 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 #18074, dated November 15, 2023, required the Respondent pay \$551.98 in arrears, pay future rent on time, pay cost of repairs and cleaning in the amount of \$1,805.36.

Rental Officer Order #18553, dated April 7, 2025, required the Respondent pay \$280.00 in arrears, pay the cost of repairs in the amount of \$68.25, pay the cost of callout charges in the amount of \$766.24, terminating the tenancy agreement on April 14, 2025, and evicting the Respondent from the rental premises on April 15, 2025.

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

#### *Security deposit*

The Landlord entered into evidence letters sent to the Tenant advising they would be withholding the Security Deposit to apply to damages and rental arrears. The Landlord provided a letter outlining the arrears account, damages, security deposit paid and interest

earned. The letter indicated the Tenant paid \$1,625.00 as a security deposit and the interest earned was \$2.11. The total amount retained was \$1,627.11.

The Rental Officer questioned the application of the security deposit to the Tenant's account. In view of the statement, the Landlord looks to have applied to the previous arrears and the arrears in a previous order. I find it more appropriate to apply the security deposit to the current account rather than split payments.

#### *Rental 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 lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the Tenant's calculated rent was based on income, and the last time the Tenant had a zero or positive balance was June 18, 2024. At the time of the application, the monthly rent charge was \$80.00 and the Tenant had accrued \$224.00 in rental arrears. The statement also included damages charges in the amount of \$10,862.16. Damages are not considered arrears.

The Rental Officer questioned and the Landlord's representative confirmed the previous order was not satisfied.

After applying \$224.00 from the security deposit to the arrears, I find the arrears have been cleared and the remaining balance of \$1,403.11 will be applied to the damage claim.

#### *Tenant damages and cleaning costs*

The Landlord claimed costs associated for damages and a callout during the tenancy. Entered into evidence was the tenant check-in/out unit condition report, damage claim costs, invoices, and photographs.

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 .../4

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:

- **\$68.25, claimed and approved** - invoice #136715A - callout to reset load limiter. **Supported by evidence and testimony;**
- **\$472.50, claimed and approved** - invoice #138494A - pre-clean fridge. Landlord attempted to clean the fridge vice replace. Cleaning was unsuccessful. **Supported by evidence and testimony;**
- **\$10,321.41, claimed** - estimate of damages and charges - the Landlord prepared an estimate containing charges for repairs and cleaning. The estimate included depreciated values for some items but not others. The Rental Officer advised the Landlord's representative of the items in question for depreciated values. Below is a breakdown of costs by rooms.
  - ▶ **\$1,656.71, claimed and approved** - dumping fees to remove items from the rental premises after abandonment. **Supported by evidence and testimony;**
  - ▶ **\$450.00, claimed and approved** - full cleaning of the unit. **Supported by evidence and testimony;**
  - ▶ **\$550.00, claimed and approved** - patch holes throughout entire unit. **Supported by evidence and testimony;**
  - ▶ **\$3,572.00, claimed and approved** - painting - the actual cost of painting was \$5,000.00. The Landlord calculated a depreciated value based on seven years. Based on the cost charged, there were 5 years remaining in the paint. **Supported by evidence and testimony;**
  - ▶ **\$250.00, claimed and approved** - replace shelf in closet (\$150.00), replace thermostat (\$100.00). **Supported by evidence;**
  - ▶ **\$691.00, claimed** - dining/living room area - the estimated useful life of window glass is 15 years. Based on the replacement costs of \$600.00, the annual depreciation is

calculated at \$40.00 (\$600.00 ÷ 15 years). The Rental Officer requested the age of the glass. As the Landlord felt the window was broken by the Tenant, therefore they should be responsible for the full cost. Because the Landlord did not provide the information requested, it can only be surmised the window glass is close to or past its useful life. Therefore a one year value of \$40.00 will be given for the glass. Replace receptacle (\$25.00) and reinstall window screen (\$66.00). **Total approved costs for dining/living room is 131.00. Supported by evidence and testimony;**

- ▶ **\$1,835.20, claimed** - kitchen - the actual cost to replace was \$1,269.00. The Landlord calculated depreciated value based on 10 years. Based on the replacement costs of \$1,269.00, the annual depreciation is \$126.90 (\$1,269.00 ÷ 10 years) Based on the costs charged, there was 8 years remaining in the fridge at a cost of (\$1,015.20). Replace switch face plate (\$10.00). Based on the replacement costs of \$600.00, the annual depreciation is calculated at \$40.00 (\$600.00 ÷ 15 years). The Rental Officer requested the age of the glass. As the Landlord felt the window was broken by the Tenant, therefore they should be responsible for the full cost. Because the Landlord did not provide the information requested, it can only be surmised the window glass is close to or past its useful life. Therefore a one year value of \$40.00 will be given for the glass. Reinstall light globe (\$100.00) and provide a sink stopper (\$110.00). The cost of the stopper was questioned. The Landlord's representative confirmed the cost was an error. The actual cost to replace the stopper was (\$10.00). **Total approved costs for the kitchen was \$1,175.20. Supported by evidence and testimony;**
- ▶ **\$443.00, claimed and approved** - bathroom - provide toilet paper holder (\$66.00), provide towel rod (\$66.00), replace two-switch plate (\$20.00), replace LED light above mirror cabinet (\$100.00), provide fan vent grill (\$25.00), replace shower head (\$66.00), and replace ceiling light (\$100.00). **Supported by evidence;**
- ▶ **\$216.00, claimed and approved** - master bedroom - replace switch (\$25.00), replace receptacle (\$25.00), provide light fixture (\$100.00), and replace outlet box on patio (\$66.00). **Supported by evidence;**
- ▶ **\$25.00, claimed and approved** - bedroom #2 - replace switch (\$25.00). **Supported by evidence; and**
- ▶ **\$141.00, claimed and approved** - bedroom #3 - replace two receptacles (\$50.00), replace switch (\$25.00), and install window screen (\$66.00). **Supported by evidence.**

<b>\$ 8,609.91</b>	<b>Approved costs for repairs</b>
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<b>\$ 450.50</b>	<b>GST for repairs</b>
<b>\$ 9,040.41</b>	<b>Total repair costs</b>
<b>\$ 68.25</b>	<b>Load limiter reset</b>
<b>\$ 472.50</b>	<b>Fridge cleaning</b>
<b>\$ 9,581.16</b>	<b>Total charges</b>
<b>\$ 1,403.00</b>	<b>Balance of security deposit</b>
<b>\$ 8,178.16</b>	<b>Total balance owing</b>

I am satisfied the Tenant is responsible for the costs of cleaning and repairs in the amount of \$8,178.16.

An order will be issued:

- requiring the Tenant to pay to the landlord the cost for callout, repairs and cleaning in the amount of \$8,178.16 (p. 42(3)(e), 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer