

IN THE MATTER between **HNT**, Applicant, and **SN**, 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-

SN

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **November 25, 2025**

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

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

Date of Decision: **November 25, 2025**

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against SN as the Respondent/Tenant was filed by the Rental Office on October 14, 2025. The application was made regarding a residential tenancy agreement for two rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on October 20, 2025.

The Applicant alleged the Respondent was transferred to a new rental premise. The previous premises was found to have damages. The Respondent also failed to pay rent in full, resulting in arrears. An order was sought for payment of arrears and damages and to pay future rent.

A hearing was scheduled for November 25, 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 to for the Applicant to provide requested documents and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties for subsidized public housing starting July 9, 2021. The tenancy agreement was signed by all parties. Paragraph 3 of the tenancy agreement allows the landlord to transfer a tenant to another rental unit without ending the tenancy. I am satisfied a valid tenancy is in place in accordance with the Act.

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

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 Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. To support the claim, entered into evidence was a lease balance statement, statements of account, arrears notices and a signed arrears repayment agreement from September 18, 2025

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 last time the Tenant was in a zero or positive balance on the rent .../3

account was January 15, 2025. At the time of the application the monthly rent was \$610.00. The statement also included a damage estimate in the amount of \$930.30. Damages are not considered arrears. After removing the damage charge, the arrears balance is \$2,170.67. The balance owed equated to over 3.5 months of unpaid rent.

The Landlord's representative testified since the application was filed, the Tenant had only made a \$100.00 payment towards their rent account. The Landlord's representative also testified the arrears had increased to \$3,610.97. Upon request a copy of the current statement was provided and supported the Landlord's claim.

In review of the evidence, I note on September 18, 2025, the Tenant entered into a repayment agreement to pay down the arrears in monthly installments of \$100.00. According to the updated statement, November 20, 2025, was the only payment towards the arrears. The statement also indicated the Tenant failed to pay rent for October and November. After deducting the damage estimate from the balance, I find the balance owing on the rent account to be \$2,680.67.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$2,680.67.

Tenant damages

The Landlord claimed \$930.00 in costs associated for cleaning and damages to the Tenant's former address. Entered into evidence was the tenant check-in/out unit condition report, damage estimate, photographs, and account letter.

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.

After reviewing the evidence, I find the Landlord's claim for repairs and cleaning to be valid. I find the Tenant responsible for the repair and cleaning costs in the amount of \$930.30.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$ 2,680.67 (p. 41(4)(a));
- requiring the Tenant to pay future rent (p. 41(4)(b));
- requiring the Tenant to pay to the landlord the costs of repairs and cleaning in the amount of \$930.00 (p. 42(3)(e), 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer