

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

MM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 18, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
<u>Date of Decision:</u>	December 2, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office on October 6, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served by registered mail on the Respondent on October 17, 2025.

The Applicant stated a police action occurred at the rental premises due to illegal activities. After the action occurred, the Respondent attended the rental premises twice to recover personal items. It was later determined the rental premises was uninhabitable and abandoned by the Respondent. The Applicant alleged the Respondent incurred costs for damages and security at the rental premises. An order was sought for costs payment for cleaning and repairs and security.

A hearing was scheduled for November 18, 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 Respondent's absence. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

Tenancy agreement

Evidence provided established a month-to-month tenancy agreement for subsidized public housing commencing October 26, 2023, until the Respondent vacated the rental premises after the June 19, 2025 police action. 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 #10-6237, dated July 14, 2000, required the Respondent pay \$32.00 in rental arrears, pay \$899.16 in damages, pay \$854.33 in electricity costs and terminate the tenancy agreement on August 31, 2000.

Rental Officer Order #10-6499, dated January 20, 2001, required the Respondent pay \$64.00 in rental arrears, pay \$674.20 in electricity costs and terminate the tenancy agreement on February 9, 2001.

Rental Officer Order #15313, dated September 28, 2016, required the Respondent and one other person to comply with their obligation not to disturb the landlord and other tenant's quiet enjoyment of the rental premises and residential complex and not breach that obligation

again, terminate the tenancy agreement on October 31, 2016, unless there were no further disturbances reported to the landlord, and should the tenancy agreement be terminated, evict the Tenant and the other person from the rental premises on November 1, 2016.

Rental Officer Order #17395, dated December 3, 2021, required the Respondent and one other person to pay \$5,449.31 in rental arrears, pay future rent on time, comply with their obligation to maintain the utility account and not breach that obligation again, terminate the tenancy agreement on January 31, 2022 unless the arrears were paid in full and the monthly subsidized rent for January 2022 is paid on time, and should the tenancy be terminated, evict the Respondent from the rental premises on February 1, 2022.

Rental Officer Order #17759, dated November 1, 2022, required the Respondent and one other person to pay \$1,385.34 in rental arrears, pay \$75.08 for the cost of cleanup of garbage, terminate the tenancy agreement on November 30, 2022, unless the arrears and rent for November 2022 for a total of \$1,750.34 was paid in full, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on December 1, 2022, and to comply with their obligation to dispose of household garbage.

Rental Officer Order #18625, dated June 19, 2025, terminating the tenancy agreement between the parties on June 19, 2025, and evict the Respondent from the rental premises on June 20, 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 letters sent to the Respondent regarding damages and retention of the Security Deposit. The letter outlining the arrears, 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 \$0.27. The total amount retained was \$1,625.27. The letter also noted \$27,689.56 in charges and the security deposit had been applied to the account, leaving a balance owing in the amount of \$26,064.29.

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 last time the Tenant had positive balance on the rent account was August 28, 2024. At the time of the application the monthly rent charge was \$80.00. The statement indicated non-rent charges of \$27,703.57.

In review of the payments, since the positive balance date, the rent charges were \$771.00, and the Tenant paid \$785.00. At the end of the tenancy, the Tenant had a \$14.00 credit.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant had a rent credit of \$14.00 which will be applied to the damages claim.

Damages and cleaning costs

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 determined 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.

Subsection 45(2) of the Act requires a tenant to maintain the rental premises and all services and facilities provided by the landlord for which the tenant has exclusive use in a state of ordinary cleanliness.

The Landlord claims the Tenant is responsible for damages and cleaning costs for the rental premises. To support the claim were invoices, work order, and photos of the rental premises on move out and on inspection.

Upon request verification of building elements was provided.

When determining costs, I took into account the useful life of building elements to ensure the costs are to make the Landlord whole and not to profit from the repairs. The following are the amounts claimed before GST and my findings:

- **\$1,740.00, claimed** - invoice 134762A - replacement of three broken windows and labour. Useful life of a window is 15 years. Depreciated value is \$116.00 per year ($\$1740.00 \div 15$ years). Landlord indicated windows that were replaced were part of a renovation in 2016, leaving 7 years of useful life remaining. $\$116.00 \times 7 \text{ years} = \812.00 value remaining in the windows. **Total approved costs for the replaced windows are \$812.00. Supported by evidence;**
- **\$65.00, claimed and approved** - invoice #137032 - Tenant requested lock change. **Supported by evidence;**

- **\$22,44.34, claimed** - Move out Tenant damages by area and room:
 - ▶ **\$3,681.34, claimed and approved** - removal of items from the rental premises deemed to be unsafe. **Supported by evidence and testimony;**
 - ▶ **\$900.00, claimed and approved** - full unit cleaning. **Supported by evidence;**
 - ▶ **\$3,000.00, claimed and approved** - patching holes in unit. **Supported by evidence;**
 - ▶ **\$6,050.00, claimed and approved** - replace flooring. Actual cost was \$11,000.00. Landlord identified the useful life of the floor to be 20 years. Landlord indicated a depreciation value of \$550.00 per year ($\$11,000.00 \div 20$ years). Landlord indicated 11 years remaining in useful life. $\$550.00 \times 11$ years = \$6,050.00 value remaining in the floor. **Total approved costs for the flooring is \$6,050.00. Supported by evidence;**
 - ▶ **\$2,100.00, claimed** - Front entrance. Replace front door due to police action (\$2,000.00). Useful life of the door is 30 years. Depreciated value is \$66.67 per year ($\$2,000.00 \div 30$ years). Front door was new in 2016, leaving 21 years of useful life. $\$66.67 \times 21$ years = \$1,400.07 value remaining in the door. Reinstall smoke detector (\$100.00). **Total approved costs for the entrance is \$1,500.07. Supported by evidence;**
 - ▶ **\$1,275.00, claimed** - Dining/living room. Replace patio doors and frame (\$1,200.00). Landlord confirmed the window cost was \$1,045.00. The typical useful life for a patio door can be from 25-30 years. A 25 year life will be used for calculations. Depreciated value is \$41.80 ($\$1,045.00 \div 25$ years). Door was replaced in September 2024 and the frame in 2016. The door was less than 10 months old at the time of damage. $\$41.80 \times 24.25$ years = \$1,013.65 value remaining in the patio door and frame. Replace three receptacles (\$75.00). **Total approved costs for dining/living room is \$1,088.65. Supported by evidence;**
 - ▶ **\$100.00, claimed and approved** - Hallway. Replace air vent grill. **Supported by evidence;**
 - ▶ **\$1,432.00, claimed** - Kitchen. Replace window and frame (\$1,200.00). Repair kitchen cabinet under sink (\$132.00). Provide restraining bar in fridge (\$100.00). The Rental Officer questioned and was provided the information indicating the window and frame were new in September 2024. Information provided showed the window needed repairs and not replaced. The actual cost to repair the window was \$670.00 which included replacement of the sealed unit. The useful life of glass is 15 years. Depreciated value is \$44.67 ($\$670.00 \div 15$ years). The glass was less than 10 months old at the time of damage. $\$44.67 \times 14.25$ years = \$636.55. **Total approved costs are \$868.55. Supported by evidence;**

- ▶ **\$691.00, claimed and approved** - Bathroom. Replace lock (\$75.00). Replace light fixture (\$100.00). Provide toilet paper holder (\$66.00). Repair tub faucet, replace base plumbing due to kicking damage (\$450.00). **Supported by evidence;**
- ▶ **\$675.00, claimed** - Master bedroom. Repair and replace patio door (\$600.00). The typical useful life for a patio door can be from 25-30 years. A 25 year life will be used for calculations. Landlord claimed door was replaced in August 2018 at a cost of \$1,320.00. Landlord depreciated the value to \$600.00. I am satisfied with the Landlords calculated value of the patio door. Replace three receptacles (\$75.00). **Total approved costs for the master bedroom is \$675.00. Supported by evidence;**
- ▶ **\$1,200.00, claimed** - Bedroom #2. Replace door frame (\$450.00). Replace window (\$600.00). The Landlord advised the window was new in November 2022. The reassessed value provided by the Landlord was \$315.00. Reinstall smoke detector (\$100.00). Replace two receptacles (\$50.00). **Total approved costs for bedroom #2 is \$915.00. Supported by evidence;**
- ▶ **\$1,350.00, claimed** - Bedroom #3. Replace door, frame and trim (\$600.00). The useful life of an interior door is 20 years. Depreciated value is \$30.00 per year ($\$600.00 \div 20$ years). Door was new in 2013. The door had 7.5 years of useful life remaining. $\$30.00 \times 7.5$ years = \$225.00 value remaining in the door. Replace window (\$600.00). The Landlord indicated the window was new in November 2022. The Landlord's reassessed value for the window was \$300.00. Replace 2 receptacles (\$50.00). Reinstall light fixture (\$100.00) **Total approved cost for bedroom #3 is \$675.00. Supported by evidence;**

\$ 21,021.61	Damages
\$ 1,051.08	GST
\$ 22,075.69	Total damage charge
\$ 1,639.27	Security deposit and overpayment of rent
\$ 20,433.42	Total Damages

I am satisfied the Tenant is responsible for damages and cleaning costs in the amount of \$20,433.42.

Other charges

The applicant is claiming the Tenant is responsible for charges in relation to their tenancy. The

Landlord's representative testified there was a police action. The Landlord stated the rental premises had a history of illegal activities occurring. The Landlord claimed the following charges.

- **\$136.50, claimed** - invoice #137314A - review of footage from police raid. The Act does not contain a provision allowing to charge a Tenant for reviewing video footage. The Landlord reviewed the footage on their own accord. The Landlord also may not detain a Tenant from gathering their belongings. **Claim denied;**
- **\$2,094.75, claimed** - invoice #138768A - because of the Tenants aggressive nature, the Landlord employed a security contractor to be at the rental premises while the Tenant was gaining access. The use of security is part of doing business as a landlord. **Claim denied.**

I denied this claim, as it would be considered part of the cost of doing business. Not to say the Landlord could not make a claim, but there is no provision under the Act, to allow the claim.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord the costs of repairs and cleaning in the amount of \$20,433.42 (p. 42(3)(e), 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer