

IN THE MATTER between **SW**, Applicant, and **JG**, 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:

SW

Applicant/Landlord

-and-

JG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 26, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SW, representing the Applicant
<u>Date of Decision:</u>	December 6, 2025

REASONS FOR DECISION

An application to a rental officer made by SW as the Applicant/Landlord against JG as the Respondent/Tenant was filed by the Rental Office on October 15, 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 served on October 23, 2025.

The Applicant alleged the Respondent caused damages to the rental premises. An order was sought for the cost of repairs.

A hearing was scheduled for November 26, 2025, by three-way teleconference. SW 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 proceed in the Respondent's absence. I reserved my decision for the Applicant to provide requested documents and to review the evidence and testimony.

Tenancy agreement

Testimony and evidence presented established a tenancy agreement started October 1, 2022 until September 30, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement 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.

Security deposit

Subsection 18(3) of the Act states, a landlord who holds a security deposit, pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises, ensure that (a) the deposit is returned to the Tenant; and (b) the tenant is given an itemized statement of account for the deposit or deposits.

Subsection 18(4) of the Act states, a landlord may retain all or a part of a security deposit, a pet security deposit or both for arrears of rent owing from a tenant to the landlord in respect of the rental premises, and for repairs of damage to the premises caused by the tenant or a person permitted on the premises by the tenant.

Subsection 18(5) of the Act states, a landlord may not retain any amount of a security deposit or pet security deposit for repairs of damage to the rental premises if the landlord or his or her agent: (a) fails to complete an entry inspection report and an exit inspection report; or fails, without a reasonable excuse accepted by a rental officer, to give a copy of each report to the tenant.

Evidence and testimony established that the Tenant paid a security deposit in the amount of \$1,100.00. The Rental Officer questioned and confirmed the Landlord did not calculate the interest earned on the security deposit. After doing the calculations, I found the Tenant earned \$0.32 on the deposit. The total amount retained for the security deposit was \$1,100.32.

The Landlord acknowledged they had not completed the entry and exit inspection correctly as required in the Act.

As the Landlord failed to complete or provide both the entry and exit inspection report, they are not entitled to retain the security deposit.

Tenant 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) 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.

The Landlord claimed costs associated for damages to the rental premises. Entered into evidence was an incomplete check-in/out unit condition report, affidavit of inspection, invoices, and photographs prior to occupancy and then again after the Tenant vacated the rental premises.

The Landlord stated they are looking for the cost of repairs and painting in relation to invoice #007, and for the replacement of the broke refrigerator door handle.

As indicated earlier Landlord cannot retain a security deposit for damages unless the Landlord had completed the entry and exit inspection report. This does not mean a Tenant is not responsible for damages, just the Landlord cannot retain the security deposit. The Landlord would need to address the damages outside of retaining the security deposit.

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:

- **\$4,650.00, claimed** - Invoice #007 - The Rental Officer noted the invoice contained a scope of work for patching walls, painting and repairs to doors, baseboards and bathroom ceiling. The Rental Officer questioned the charge for painting and when the rental premises was last painted. The Landlord stated they purchased the rental premises in 2014 and it had not been painted during their time owning the property. The Rental Officer pointed to the

useful life of paint being 8 years. As the rental premises had not been painted in over 11 years, the Landlord is not entitled to costs for painting. The Rental Officer requested the Landlord to provide a detailed breakdown of the charges for non-paint related repairs. Breakdown is as follows:

- ▶ **\$1,200.00**, labour costs for drywall repair. In review of the photos provided from the end of the previous occupant's tenancy, I note multiple areas of damage to the drywall, ranging from damaged corner beads to screw holes in the walls. As there is no accurate entry inspection report, I cannot fully confirm the Tenant is responsible for all the drywall damages. Therefore, the cost for drywall repair is to be split 70 Landlord /30 Tenant. **I find the Tenant is responsible for drywall repair in the amount of \$360.00.**
- ▶ **\$400.00**, for material costs related to drywall repair, door repair, reinstallation of baseboard and kitchen drawer. As no material breakdown was provided, \$350.00 will be assigned to drywall repair. Based on the 70 Landlord / 30 Tenant apportionment for drywall repair labour. **I find the Tenant responsible for material costs of \$105.00.**
- ▶ **\$360.00**, door repair, as there is no accurate entry inspection report, I cannot fully confirm the Tenant is responsible for damages to the doors. **Claim denied;**
- ▶ **\$80.00**, reattach kitchen drawer panel. The kitchen contains an older style particle board cabinetry. The useful life of particle board cabinetry is 15 years. There is a reasonable expectation the drawer coming off is based on age and use. This would mean it is a wear and tear item. **Claim denied;** and
- ▶ **\$300.00**, repair bathroom ceiling and reattach baseboard behind the toilet. The ceiling damage in the bathroom looks to be localized and caused by moisture as the paint has peeled and exposed the drywall. This would typically be caused by extended exposure to moisture/steam from the showers use. In regards to the baseboard requiring re-attachment, baseboard does not typically come off a wall unless it is not attached correctly or knocked off by blunt force. As I cannot again fully ascertain the actual cause and there is no accurate inspection report to verify the condition, the claim for baseboard repair is denied. **However, \$100.00 is awarded for ceiling repair due to the Tenant having the ability to maintain control of the moisture in the room by use of the exhaust fan.**
- ▶ **\$72.59, claimed and approved** - Replacement refrigerator handle - photo evidence presented prior to the tenancy shows that the refrigerator handle was attached and appeared to be in good condition. A photo of the refrigerator at the end of the tenancy shows handle was no longer attached. **Supported by evidence.**

\$ 637.59	Total approved costs for repairs
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I am satisfied the Tenant is responsible for damages in the amount of \$637.59.

Orders

An order will be issued:

- requiring the Landlord return to the Tenant the security deposit and accrued interest in the amount of \$1,100.32 (p. 18.1(b)); and
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$637.59 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer