

IN THE MATTER between **HNT**, Applicant, and **HS and PR**, Respondents;

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-

HS and PR

Respondents/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 10, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PS, representing the Applicant
	HS, representing the Respondents
	PR, representing the Respondents
<u>Date of Decision:</u>	December 15, 2025

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against HS and PR as the Respondents/Tenants was filed by the Rental Office on October 28, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondents on November 4, 2025.

The Applicant alleged the Respondents failed to pay rent in full and on time, accumulated arrears, caused damages to the rental premises, caused disturbances and participated in illegal activities at the rental premises. An order was sought for arrears, pay future rent, costs of repairs and to comply with obligations of the tenancy agreement.

A hearing was scheduled for December 10, 2025, by three-way teleconference. PS appeared to represent the Applicant. HS and PR appeared as the Respondents. I reserved my decision for the Applicant to provide requested information, and to review the evidence and testimony.

Tenancy agreement

Entered into evidence were two indeterminate tenancy agreements starting December 16, 2020. One tenancy agreement contained two addresses. One old address and one with the current address. The second tenancy agreement contained the current address. Both tenancy agreements were signed by all parties.

Section 3 of both tenancy agreements allows the landlord to move a tenant to a different unit when the landlord determines the rental premises is no longer suitable. This provision allows the tenancy between the parties to be continued after a change of rental premises.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #10-9704, dated September 6, 2007, required a Respondents to comply with their obligation to pay for electricity during the term of the tenancy.

From this point forward, the Applicant will be known as the Landlord and the Respondents as the Tenants.

Rental arrears

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in accordance with the terms set out in the tenancy agreement.

The Landlord claimed that the Tenants 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.

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 account was March 1, 2022. At the time of the application the monthly rent was \$80.00. The statement also included a damage and charges in the amount of \$5,097.75. These charges are not considered rental arrears. After removing the charges, the arrears balance was \$483.50, which equated to over 6 months of unpaid rent.

In response, the Tenants acknowledged having arrears and their responsibility to pay rent even if they are receiving rental assistance. The Tenants stated they were looking to have the assistance provider work with them to set-up a payment plan.

Upon request, the Landlord provided an updated statement. The statement indicated the arrears was reduced to \$457.24.

I am satisfied the lease balance statement accurately reflects the status of the rent account. I find the Tenants repeated failed to pay rent in full when due and accumulated arrears in the amount of \$457.24.

Tenant damages and charges

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.

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.

The Landlord claimed \$5,097.75 in costs associated for cleaning, damages and key

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replacement. Entered into evidence was the tenants' check-in/out unit condition report, damage estimate, photographs, and account letter. The Landlord's representative testified they did not charge for ordinary wear and tear.

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. In review of the evidence, it was noted much of the rental premises required drywall patching. The invoice also included painting after the patching. The Rental Officer requested the Landlord to confirm painting of the rental premises and the age of a bedroom door. On December 15, 2025, the Landlord's representative informed the Rental Officer the unit was last painted in 2020. The claim for patch and paint was incorrect and should have been for patching and priming. The Landlord did not charge the Tenant to paint the rental premises.

The following are the amount claimed and my findings before GST:

- **\$125.00, claimed and approved** - Invoice #136398A - lock change done at request of Tenants. **Supported by evidence;**
- **\$4,730.00, claimed** - Building owner estimate:
 - ▶ **\$600.00, claimed** - full clean of unit and remove stickers from walls. A Tenant stated they did not have enough time to clean the rental premises due to a fire in the building, and they have health issues. The Landlord's representative stated the Tenants had moved to their new address and had the keys to their old address for 11 days to clean before the fire occurred in the residential complex. The Landlord also pointed to the Tenants on March 19, 2025, signing a planned move out inspection on April 1, 2025, **Approved, supported by evidence;**
 - ▶ **\$400.00, claimed and approved** - removal and disposal of items left in the rental premises. **Supported by evidence;**
 - ▶ **\$200.00, claimed and approved** - hallway - paint over crayon, markers and patches. **Supported by evidence;**
 - ▶ **\$200.00, claimed and approved** - remove screwdrivers, patch and paint. **Supported by evidence;**
 - ▶ **\$170.00, claimed and approved** - Bathroom - replace cabinet door (\$150.00), replace light switch cover (\$20.00). **Supported by evidence;**
 - ▶ **\$130.00, claimed and approved** - Kitchen - replace cupboard handle (\$50.00), replace and install burner tray (\$80.00). **Supported by evidence;**

- ▶ **\$900.00, claimed and approved** - Dining room - patch and paint walls (\$600.00), replace electrical socket and cover (\$100.00), paint wall covered in crayon (\$200.00).

Supported by evidence;

- ▶ **\$1,000.00, claimed** - Master bedroom - replace door (\$200.00), patch and paint three walls (\$600.00), replace two electrical sockets (\$200.00). The useful life of an interior door is 20 years. Depreciated value of the door is \$10.00 per year ($\$200 \div 20 \text{ years} = \10.00). The Landlord's representative verified the bedroom door was 15 years old. Remaining useful life was 5 years. $\$10.00 \times 5 \text{ years} = \50.00 of useful life remaining in the door. **Approved cost for the bedroom is \$850.00. Supported by evidence;** and

\$700.00, claimed and approved - bedroom #2 - patch and paint three walls (\$600.00), replace electrical socket (\$100.00). **Supported by evidence.**

\$ 4,275.00	Approved damages
\$ 427.50	10% Administration Fee
\$ 4,702.50	Total Charges
\$ 235.13	GST
\$ 4,937.63	Total Approved Damage Costs

I am satisfied the Tenants are responsible for repairs and cleaning in the amount of \$4,937.63.

Illegal activities and disturbances

Section 43 of the *Act* states: "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex". Section 12 of the written tenancy agreement contains a provision which refers to a Tenants obligation to not disturb the landlord and other tenants possession or enjoyment of the rental premises or residential complex.

Subsection 46(1) of the *Act* states: "a tenant shall not 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 in the residential complex". Section 19 and 20 of the written tenancy agreements refers to the tenant or occupants not to participate in or carry out any illegal activities in the rental premises or residential complex. If illegal activities take place, there will be grounds for termination of the tenancy agreement.

The Landlord's representative testified they received complaints from security and other building occupants of high volume of traffic and there was a likelihood of illegal activities

occurring at the rental premises. The Landlord's representative also testified they met with the Tenants to discuss tenancy issues and were willing to work with them to maintain their tenancy. The Landlord also noted due to safety concerns, a wellness check had been done with the assistance of the RCMP.

To support the Landlord's claim were associated notes and a letter to the Tenants dated October 6, 2025.

In response to the claim, the Tenants stated, they are not involved in illegal activities. A Tenant stated they help others who are struggling and living on the street. They provide clothing to them and may let them shower in the rental premises. When questioned, a Tenant stated they can have people coming to the rental premises at different hours. The Rental Officer explained and the Tenants acknowledged when allowing a person into the rental premises or residential complex, they become their guest and becomes their responsibility until the person vacates the residential complex. A Tenant also stated going to the residential complex, they can find the struggling people in the building.

In review of the associated notes, evidence, the Rental Officer noted the following:

- ▶ October 10, 2024, Child and family services requested assistance to access building to meet with Tenants. Security attended the Tenant's rental premises with protection worker. Discussion was held regarding drugs and illicit activities at the rental premises;
- ▶ January 24, 2025, Security personnel requested unit inspections due to concern of the RCMP attending the rental premises;
- ▶ April 1, 2025, Landlord received a complaint regarding continuous disturbances of increased foot traffic in the residential complex since the Tenants moved in;
- ▶ April 2, 2025, Landlord received a complaint of a person attempting to enter their unit. Complainant claimed the person was drug trafficker;
- ▶ May 6, 2025, Landlord received an email indicating high traffic and drug trafficking from the Tenants rental premises;
- ▶ September 29, 2025, Landlord received a complaint of high traffic to the Tenant's rental premises, particularly in the evening and weekends; and
- ▶ October 6, 2025, Landlord issued a disturbance notice to the Tenants. Notice referred to ongoing disturbances, high traffic and suspected illegal activities at the rental premises.

The Act does not require the same burden of proof the courts require for illegal activities.

However, there must still be a balance of probabilities for illegal activities occurring and being the responsibility of the Tenants in the rental premises or residential complex. Based on the testimony and evidence, I find there is a balance of probabilities the Tenants have inadvertently participated in or allowed illegal activities to occur at the rental premises or residential complex.

I also find the Tenants breached their obligation not to disturb the Landlord's or other Tenant's quiet enjoyment of the rental premises and rental complex.

Orders

An order shall be issued:

- ▶ requiring the Tenants to pay to the Landlord arrears in the amount of \$457.24 (p. 41(4)(a));
- ▶ requiring the Tenants to pay future rent (p. 41(4)(b));
- ▶ requiring the Tenants to pay to the Landlord the costs of cleaning and repairs in the amount of \$4,937.63 (p. 42(3)(e), p. 45(4)(d));
- ▶ requiring the Tenants 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 (p. 43(3)(a), p. 43(3)(b));
- ▶ requiring the Tenants 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 (p. 46(2)(a), p. 46(2)(b)); and

Jerry Vanhantsaeme
Rental Officer