

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

**ART**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 16, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>December 16, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against ART as the Respondent/Tenant was filed by the Rental Office on October 31, 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 at two different email addresses provided and deemed served on November 7, 2025. Service was also attempted by registered mail but was not trackable.

The Applicant alleged the Respondent was transferred to a new rental premises. The Respondent left the old unit unclean and had caused damages. An order was sought for damage and cleaning costs.

A hearing was scheduled for December 16, 2025, by three-way teleconference. PS appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. Pursuant subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement between the parties starting March 1, 2019. The tenancy agreement was signed by all parties.

Section 3 of the tenancy agreement allows for 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 continue 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 #17210, dated April 26, 2021, required the Respondent to pay the costs of repairs and cleaning in the amount of \$1,656.57.

#### *Tenant damages and cleaning costs*

The Landlord's representative testified the Tenant was moved from a building not owned by the Landlord to a building owned by the Landlord. During that time at the former rental premises, the Tenant had caused damages. The Landlord claimed costs associated with damages and cleaning. Entered into evidence were the tenant check-in/out unit condition report, damage claim, 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) 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.

On December 15, 2025, the Landlord provided an updated lease balance statement showing the claim costs and noted the amount owed on the statement to be \$121.53 lower than the claimed amount. I questioned, and the Landlord's representative verified the \$121.53 is a rent credit as the rent is paid by a rental assistance provider. The Landlord's representative confirmed the full balance for cost remained outstanding.

After reviewing the evidence, I find the Landlord used depreciated cost of building elements to ensure they were made whole and not to profit from repairs. I find the Landlord's claim for costs to be valid.

I also noted the building owner calculated their damage claim to be \$7,972.00 whereas the Landlord calculated the same charges at \$7,972.04, a \$0.04 difference. After verifying calculations, I find the Landlord's calculations to be correct.

I find the Tenant responsible for the repair and cleaning costs in the amount of \$7,972.04.

### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord the costs of repairs and cleaning in the amount of \$7,972.04 (p. 42(3)(e), p. 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer