

IN THE MATTER between **CT**, Applicant, and **HNT**, 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:

CT

Applicant/Tenant

-and-

HNT

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 16, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CT, representing the Applicant
	ST, representing the Applicant
	PS, representing the Respondent
Date of Decision:	December 22, 2025

REASONS FOR DECISION

An application to a rental officer made by ST on behalf of CT as the Applicant/Tenant against YHA as the Respondent/Landlord was filed by the Rental Office on November 10, 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 Respondent on December 9, 2025.

The Applicant alleged the Respondent inappropriately withheld the security deposit. An order was sought for return of the security deposit.

A hearing was scheduled for December 16, 2025, by three-way teleconference. CT and ST appeared to represent the Applicant. PS appeared to represent the Respondent. I reserved my decision for Respondent to provide a requested document and to review the evidence and testimony.

Preliminary matter

The application referred to the landlord as YHA. According to the tenancy agreement, YHA is the agent acting on behalf of the NHC. The NHC has rebranded and changed its name to HNT. As a result, the style of cause has been amended to reference HNT as the Respondent.

The rental premises is described as a barrier free unit.

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

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from April 1, 2007 until March 31, 2008. After which the tenancy was renewed as a month-to-month tenancy agreement. The tenancy agreement was signed by all parties.

During the hearing, the Tenant stated they were in a tenancy agreement with the Landlord for 27 years. However, the Tenant was unable to provide evidence of earlier tenancy. The Landlord's representative confirmed based on the security deposit information, the parties were in a tenancy agreement as of January 25, 2002. The Tenant also stated, they only signed the tenancy agreement for a barrier free unit in the past few years.

The Rental Officer requested and the Landlord were able to provide two newer tenancy agreements. One agreement was dated February 26, 2008, which contained three

fixed term tenancies from April 1, 2008 to September 30, 2010. The second agreement was for a month-to-month tenancy starting January 1, 2020. The agreements provided were signed by both parties. I am satisfied the most recent month-to-month tenancy agreement is the current agreement. I am satisfied there was a valid tenancy in place in accordance with the Act.

Security deposit

Evidence established the Tenant paid a security deposit in the amount of \$1,296.00. The Landlord calculated the interest earned to be \$290.82 for a total of \$1,586.82.

The Tenant claimed the Landlord failed to return the security deposit. The Tenant gave the required notice and vacated the rental premises on August 30, 2025. The Landlord did not provide the inspection report and notice to withhold the security deposit until September 12, 2025. The Tenant also stated the documents to support the retention of the security deposit provided until the Landlord submitted evidence for the hearing. The Tenant also stated they were in a tenancy agreement earlier than the date indicated by the Landlord. The Tenant advised they had been a tenant with the Landlord in multiple buildings for 27 years.

Evidence provided only showed the tenancy between the parties started in January 2002, and the interest had not been calculated correctly. The Rental Officer pointed to the deposit summary, questioned and the Tenant stated they had not received a return of the security deposit for the missing years. The Rental Officer questioned and the Tenant could not provide record of paying the security deposit. The Tenant stated they were paying rent to a building owner and later became a tenant of the Landlord.

The Rental Officer questioned and the Landlord's representative confirmed they do not have any tenancy information prior to 2002.

The Landlord's representative stated, they received the application within the time line for the hearing and did their best to provide the required evidence to support the retention of the security deposit. Evidence included, a work order and cleaning invoices and security deposit statement. The Landlord's representative testified, they attempted to get the forwarding address for the Tenant, but was unsuccessful. The Landlord's representative spoke to the postal strike and advised they asked for banking information to return the balance of the security deposit, but unable to get that information as well. The Landlord's representative noted due to a staffing issue, they remain in possession of the security deposit cheque.

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 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.

The Tenant claimed the damages to the rental premises were due to structural issues, not the Tenant themselves. The Rental Officer pointed to the exit inspection and the Landlord was not charging for structural damages to the rental premises.

The Landlord's representative testified they only charging for clearing out items left behind and to clean the rental premises. The Landlord's representative noted the cost charged for removal of items was \$600.00, whereas the actual cost was \$845.00. The Landlord stated they asking for the difference. The Landlord also claimed cleaning costs in the amount of \$450.00.

The Tenant disputed the costs claimed. The Tenant's representative stated minor items were left behind and the cost to remove them would equal the \$600.00 claimed and the cost to clean the rental premises should not be charged, as repairs to the rental premises were required. The Tenant also noted they were not provided supporting documents to the retention of the security deposit until entered into evidence by the Landlord. They noted the cleaning invoice was issued in October 2025.

The Rental Officer reviewed the damage claim for removing items from the rental premises. It was determined the Landlord claimed costs was for \$845.00. This included a September 17, 2025, charge of \$260.00, a September 18, 2025, charge of \$325.00 for removal of items, and a September 19, 2025 charge of \$260.00 to empty the refrigerator.

Based on the photo evidence, I find the Landlord's claim for removal of the items remaining in the rental premises to be accurate, except for emptying the refrigerator. I find photo evidence of the refrigerator does not support the claim of four hours at \$65.00. At best the maximum time to empty the appliance would be 30 minutes. I find a more accurate charge for removal of items from the refrigerator to be \$32.50 vice the \$260.00 charged. I find the Landlord at most would be entitled to a claim for damages in the amount of \$617.50. I also find the charge to clean the rental premises to be accurate as it was done by an outside contractor who charged the Landlord \$450.00 plus GST for a total of \$472.50.

Determinations

Subsection 17.1(1) of the Act states, a landlord or their agent shall: (a) conduct an inspection of the condition and contents of rental premises vacated by a tenant at the end of a tenancy; and (b) offer the tenant reasonable opportunities to participate in the inspection.

Subsection 17.1(3) of the Act states, without delay on the completion fo an inspection, the landlord or his or her agent shall: (a) prepare an exit inspection report; (b) sign the exit .../5

inspection report; and if the tenant participated in the inspection, provide the tenant with an opportunity to include comments in the exit inspection report and sign it.

Subsection 17.1(5) of the Act states, a landlord shall ensure that a copy of an exit inspection report is given to the tenant within five days after the inspection.

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.

Subsection 18(7) of the Act states, a landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises: (a) give written notice to the tenant of that intention; and (b) subject to section (9) return the balance of the deposit or deposits to the tenant.

In view of the evidence provided, the Landlord completed the exit inspection on September 8, 2025, and reached out for a forwarding address on September 11, 2025. The Tenant's representative on behalf of the Tenant responded on September 12, 2025, requesting the exit inspection report, accountings of the security deposit and an explanation of charges deducted. It was noted the Landlord provided hard copies of the documents sent by email. It was also noted the unretainable portion of the security deposit was not provided and still held by the Landlord.

Based on the evidence and testimony, I find the Landlord provided sufficient notice to allow them to retain the security deposit in accordance with the subsection 17.1(5) of the Act. However, I find the Landlord abet by accident did not return the balance of the security deposit within the 10 days as outlined by paragraph 18(7)(b) of the Act, and therefore not entitled to retain any portion of the security deposit.

I find the Tenant is entitled to the return of the full security deposit and interest accrued in the amount of \$1,586.82.

Not to say the Landlord's claim for damages and cleaning costs is not warranted, they would be required to make their own application to a rental officer.

Orders

An order will be issued:

- requiring the Landlord to return to the Tenant the security deposit and accrued interest in the amount of \$1,586.82 (p. 18.1(b)).

Jerry Vanhantsaeme
Rental Officer