

IN THE MATTER between **HNT**, Applicant, and **JF**, 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 **Hamlet of Fort Resolution in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 15, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: MU, representing the Applicant
Date of Decision: January 15, 2026

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against JF as the Respondent/Tenant was filed by the Rental Office on July 24, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail and deemed served on Aug 9, 2025.

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

A hearing was scheduled for September 9, 2025, but upon request of the Applicant, the hearing was scheduled twice. All parties were provided notice of the rescheduled hearing dates. A hearing was scheduled for November 26, 2025, by three-way teleconference. The Applicant did not appear, nor did the Respondent. A first fail to appear notice was served to the Applicant and the hearing was rescheduled and took place on January 15, 2026, by three-way teleconference. MU appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

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

Tenancy agreement

Evidence presented established a fixed term tenancy agreement for subsidized housing from November 1, 2021 to January 31, 2022. The tenancy was renewed as a month-to-month tenancy until the Landlord deemed rental premises abandoned. The agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

Tenant damages and cleaning

The Landlord is claiming the costs of repairs to the rental premises. To support the Landlord's claim invoice, inspection report, condition rating form and photos of the rental premises.

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 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.

When determining costs, I took into account the reason for the charge and the action taken by the Landlord. While the Landlord did break down costs of building elements, they did not take into account the labour charges. The following are the amounts claimed and my findings:

- **\$3,561.32, claimed** - Painting, work order #484317 for labour of \$3,000.00 and work order #48037 for material costs (\$561.32). The useful life of paint is 8 years. The Landlord noted the paint in the rental premises was 4 years old and there was 4 years of useful life remaining. The annual depreciated value is \$445.17 ($\$3,561.32 \div 8$ years). $\$445.17 \times 4$ years = \$1,780.68. **Total approved costs is \$1,780.68. Supported by evidence.**
- **\$907.86, claimed and approved** - Drywall repair, work order #484349 - evidence presented established multiple areas of the rental premises contained damage not conducive wear and tear. **Supported by evidence.**
- **\$769.78, claimed** - Window repair and replacement, work order #482198 - awning gear (\$65.88), replacement glass (\$314.62), labour (\$323.40). The useful life of windows is 15 years. The Landlord noted windows were 4 years old and had 11 years of useful life remaining. The annual depreciated value for the labour and glass is \$42.53 ($\$638.02 \div 15$ years). $\$42.53 \times 11$ years = \$467.83 value remaining in the windows. I also note an awning gear should not break unless excessive force is used. The full value of the awning gear of \$65.88 is approved. Total costs for the windows is \$533.71. **Total approved costs for window repair is \$533.71. Supported by evidence and testimony.**
- **\$2,977.13, claimed** - Door replacement work order #484350. Three interior doors (\$428.55), door repair materials (\$144.52), exterior door (\$689.99), exterior door repair materials (\$166.37), labour costs (\$1,547.70). The Landlord noted the doors were 4 years old. The useful life of an interior door is 20 years and there was 16 years of useful life remaining. The annual depreciated value for the interior doors is \$21.43 ($428.55 \div 20$ years). $\$21.43 \times 16$ years = \$342.88 value remaining in the interior doors. The useful life of an exterior door is 30 years and there was 26 years of useful life remaining. The annual depreciated value of the exterior door is \$23.00 ($\$689.99 \div 30$ years). $\$23.00 \times 26$ years = \$598.00 value remaining in the exterior door. As the labour costs could not be broken, labour charges will be applied equally between the doors. \$1,160.79 for three interior doors and \$386.93 for the exterior door. Depreciated value for the interior door repair is \$58.04 ($\$1,160.79 \div 20$ years). $\$58.04 \times 16$ years = \$928.64 value remaining in the labour costs for internal door repair. The annual depreciated value of the exterior door repair is

\$12.90 ($\$386.93 \div 30$ years). $\$12.90 \times 26$ years = \$335.40. I also note the material used for the repairs should never need replacing unless significant damages occur. The full value of repair materials in the amount of \$310.89 is approved. Total costs for door repairs is \$2,515.81. **Total approved costs for door repair is \$2,515.81. Supported by evidence and testimony.**

\$ 5,738.06	Total damage costs
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I am satisfied the Tenant is responsible for damages to the rental premises in the amount of \$5,738.06.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord the cost of repairs in the amount of \$5,738.06 (p. 42(3)(e)).

Jerry Vanhantsaeme
Rental Officer