

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

KS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 29, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PS, representing the Applicant

Date of Decision: January 29, 2026

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KS as the Respondent/Tenant 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 served on the Respondent by email and deemed served on November 7, 2025. The Applicant also served the application by registered mail, which was served on November 5, 2025.

The Applicant alleged the Respondent failed to pay rent in full, accumulated arrears, and caused damages to the rental premises. An order was sought for payment of rental arrears and the cost of repairs.

A hearing was scheduled for December 10, 2025. Upon request of the Respondent, the hearing was rescheduled. Both parties were sent notice of the rescheduled hearing on December 10, 2025 and deemed served on December 13, 2025, in accordance with subsection 4(4) of the *Residential Tenancies Regulations*.

The rescheduled hearing took place on January 29, 2026, by three-way teleconference. PS 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 Residential Tenancies Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Entered into evidence was a month-to-month tenancy agreement between the parties for subsidized public housing from November 5, 2020 to July 9, 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

The Landlord entered into evidence letters sent to the Tenant advising that the security would be withheld to apply towards damages and rental arrears. The Landlord provided a letter outlining the arrears account, damages, security deposit paid and interest earned. The letter indicated the Tenant paid \$1,625.00 as a security deposit and the interest earned was \$0.70. The total amount retained was \$1,625.70. It was noted that the lease balance statement

showed the security deposit applied was \$1,625.79. As the Landlord applied the \$1,625.79 balance on the statement, that amount will be used.

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 the Tenant 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, a statement of account and an arrears notice.

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 November 1, 2024. At the time of the application the monthly rent was \$1,625.00, and the balance owed was \$10,871.58. The statement also included a damage charge in the amount of \$3,424.58. Damages are not considered rental arrears. After removing the damage charge, the arrears balance was \$7,447.00. The arrears equated to over 4.5 months of unpaid rent.

The Landlord's representative testified that the Tenant was over income and that a notice to vacate was issued. The Tenant subsequently stopped paying rent.

After applying the \$1,625.79 to the arrears, I find a remaining balance of \$5,821.21.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$5,821.21.

Tenant damages and cleaning costs

The Landlord claimed \$3,424.58 in cost associated for damages and cleaning for the rental premises after the Tenant vacated. Entered into evidence was the check-in/out unit condition report, damage claim costs, building owner repair estimate 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

After reviewing the evidence, I find the Landlord's claim for repairs and cleaning to be valid. I find the Tenant responsible for the repair and cleaning costs in the amount of \$3,424.58.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$5,821.21 (p. 41(4)(a)); and
- requiring the Tenant to pay to the Landlord the costs of repairs and cleaning in the amount of \$3,424.58 (p. 42(3)(e), (p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer