

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

**MS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 8, 2026

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** January 8, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MS as the Respondent/Tenant was filed by the Rental Office. 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 27, 2025.

The Applicant alleged the Respondent vacated and left the rental premises in an unclean state and had caused damages. An order was sought for costs in relation to damages and cleaning.

A hearing was scheduled for January 8, 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 this hearing, pursuant to 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 fixed term tenancy agreement between the parties from June 3, 2015 to December 31, 2015, after which continued as a month-to-month tenancy, until the Respondent vacated the rental premises. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in accordance with the Act.

#### *Previous orders*

Rental Officer Order #18652, dated August 13, 2025, required the Respondent comply with their obligation not to permit unauthorized occupants to reside in the rental premises in accordance with section 5 of the tenancy agreement and not breach that obligation again. The Respondent was to comply with their obligation to maintain their electricity account in accordance with section 8 of the tenancy agreement and not breach that obligation again. Terminate the tenancy agreement between the parties on August 31, 2025, evict the Respondent from the rental premises on September 1, 2025.

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 a letter to the Tenant advising they would be withholding the Security Deposit to apply to damages and rental arrears. The letter outlined the arrears

account, damages, security deposit paid and interest earned. The letter indicated the Tenant paid \$925.00 as a security deposit and the interest earned was \$2.80. The total amount retained was \$927.80.

#### *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 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 Tenant's calculated rent was based on income, and the last time the Tenant had a zero or positive balance was June 1, 2025. At the time of the application, the monthly rent charge was \$80.00 and the Tenant had \$240.00 in rental arrears. The statement also included a damage charge of \$5,151.30. Damages are not considered arrears.

The Landlord applied \$240.00 of the security deposit clearing the arrears. The remaining security deposit balance of \$687.80 was applied to the damage claim.

#### *Tenant damages and cleaning costs*

The Landlord claimed costs associated for damages and cleaning costs at the end of the tenancy. Entered into evidence was the tenant check-in/out unit condition report, damage claim costs 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.

The Rental Officer questioned and the Landlord's representative confirmed the building was new in 2016.

When determining costs, I took into account the reason for the charge and the action taken by the Landlord. The following are the amounts claimed and my findings:

- **\$350.00, claimed and approved** - Removal of items left in the rental premises. **Supported by evidence;**
- **\$450.00, claimed and approved** - Full cleaning of the rental premises. **Supported by evidence;**
- **\$2,183.00, claimed and approved**- Patch holes (approximately 17) holes, remove stickers and prime patches. **Supported by evidence and testimony;**
- **\$450.00, claimed** - Replace mechanical room door. The useful life of an interior is 20 years. The annual depreciated value is \$22.50. ( $\$450.00 \div 20$  years). The remaining useful life in the door is 11 years.  $\$22.50 \times 11$  years = \$247.50. **Total approved costs is \$247.50. Supported by evidence;**
- **\$66.00, claimed and approved** - Dining/Living room, provide window screens. **Supported by evidence;**
- **\$300.00, claimed and approved** - Kitchen, repair seal on fridge door. **Supported by evidence;**
- **\$66.00, claimed and approved** - Bathroom, provide toilet paper holder. **Supported by evidence;**
- **\$591.00, claimed** - Master bedroom, replace door (\$450.00), provide door knob (\$75.00), provide window screen (\$66.00). The useful life of an interior is 20 years. The annual depreciated value is \$22.50 ( $\$450.00 \div 20$  years). The remaining useful life in the door is 11 years.  $\$22.50 \times 11$  years = \$247.50. **Total approved costs is \$388.50. Supported by evidence.**
- **\$450.00, claimed** - Bedroom, replace door. The useful life of an interior is 20 years. The annual depreciated value is \$22.50. ( $\$450.00 \div 20$  years). The remaining useful life in the door is 11 years.  $\$22.50 \times 11$  years = \$247.50. **Total approved costs is \$247.50. Supported by evidence.**

\$ 4,298.50	Approved costs of repairs
\$ 214.93	GST for repairs
\$ 4,513.43	Total costs of repairs
\$ 687.80	Balance of security deposit

<b>\$ 3,825.63</b>	<b>Total balance owing</b>
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I am satisfied the Tenant is responsible for the costs of cleaning and repairs in the amount of \$3,825.63.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord the cost for repairs and cleaning in the amount of \$3,825.63 (p. 42(3)(e), 45(4)(d)).

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Jerry Vanhantsaeme  
Rental Officer