

IN THE MATTER between **HNT**, Applicant, and **FG**, 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 **Town of Hay River in the Northwest Territories;**

BETWEEN:

HNT

Applicant/Landlord

-and-

FG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 21, 2026
Place of the Hearing: Hay River, Northwest Territories
Appearances at Hearing: AS, representing the Applicant
Date of Decision: January 21, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against FG as the Respondent/Tenant was filed by the Rental Office on November 28, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail on December 16, 2025.

The Applicant alleged the Respondent vacated the rental premises, leaving significant damages. An order was sought for cost of repairs.

An in-person hearing was scheduled for January 21, 2026. AS 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 Residential Tenancies Act, the hearing proceeded in their absence.

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

Tenancy agreement

Evidence provided established a month-to-month tenancy agreement for subsidized housing commencing February 1, 2024 to May 9, 2025, when the Tenant gave vacant possession of the rental premises. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Security deposit

The Landlord entered into evidence a Damage Deposit Statement. The statement indicated \$1,200.00 was paid towards the security deposit and the interest earned was \$0.23. The statement showed a rental arrears of \$8.10 and \$1,798.35 in damages. After applying the security deposit, the arrears was cleared and the remainder of the security deposit of \$1,192.13 was applied to the damage leaving a balance of \$606.22.

Tenant damages

The Landlord is claimed after applying the security deposit and rent credit to the cost of repairs the Tenant has a balance owing for repairs in the amount of \$606.22. To support the Landlord's claim are invoices, work orders, photos of the rental premises at the start and end of the tenancy.

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.

Upon review of the application, I noted the repairs were consistent with the claim. I also noted the repairs were completed in less than 4 months after the tenancy ended, but the application was not received by the rental office until 6 months after the tenancy ended.

Subsection 68(1) of the Act states “An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred in an the application arose”.

Subsection 68(3) of the Act states “A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so”.

The Rental Officer questioned and the Landlord’s representative advised they had no further communications regarding the repairs and acknowledged there was sufficient time to file the application.

I find the Landlord appropriately applied the rent credit and security deposit to the damage claim. However, as the application to a rental officer was past the 6 month period and there was insufficient reasoning to allow for an extension of time in accordance with subsection 68(3).

Therefore, the Landlord’s claim for the \$606.22 owing on damages is **dismissed**.

This is not to say that there is not a debt owing to the Landlord on the repairs, just that an order cannot be issued under the *Residential Tenancies Act*.

Dated at the city of Yellowknife in the Northwest Territories this 22nd day of January 2026.

Jerry Vanhantsaeme
Rental Officer