

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

BJ

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 22, 2026

REASONS FOR DECISION

An application was made to a rental officer by HRHA on behalf of HNT as the Applicant/Landlord against BJ 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 and deemed served on December 19, 2025.

The Applicant alleged the former Respondent failed to pay rent, resulting in the accumulation of arrears, and had caused damages. An Order was sought for damages.

A hearing was scheduled for January 21, 2026, by three-way teleconference. 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.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing from December 28, 2022 to September 2, 2025, when the tenancy ended. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous orders

Rental Officer Order #18371, dated September 11, 2024, required the Respondent to pay their rent on time in the future.

Rental Officer Order #18560, dated May 9, 2025, terminated the tenancy agreement between the parties on May 25, 2025 and evicted the Respondent from the rental premises on May 26, 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 Damage Deposit statement. The statement indicated \$1,200.00 was paid towards the security deposit and the interest earned was \$0.34. The letter noted there was damages and rental arrears in the amount of \$4,021.55. The total amount retained was \$1,200.34. The statement indicated after applying the damage deposit, there was \$2,821.21 owing.

The Act allows a landlord to retain all or part of a security deposit, a pet security deposit or both for rental arrears and for repairs of damages to a rental premises caused by a tenant or their guest. While at the same time, the landlord must ensure proper notice of retention is provided as directed under the Act.

Arrears

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in accordance the terms set out in the tenancy agreement.

The Landlord's representative claimed the Tenant failed to pay rent and accumulated arrears. The Landlord stated the Tenant was charged maximum rent due to non-reporting of income to obtain a rent subsidy.

To support the claim was an aged detail report and lease balance statement. The lease balance statement indicated at the time of the application, the monthly rent was \$1,625.00, and the last time there was a zero balance was June 1, 2025. The statement also indicated there was \$764.16 in damage charges. Damages are not considered arrears. After removing the damage claim from the statement balance, the Tenant had arrears in the amount of \$3,257.39. The arrears equated to over two months of unsubsidized rent.

In review of the statement, from the last zero balance date, the Tenant accumulated arrears in the amount of \$3,257.39. After applying the security deposit of \$1,200.34, I found the Tenant accumulated \$2,057.05 in rental arrears.

I am satisfied the statement accurately reflects the Tenant's rent account and has \$2,057.05 in rental arrears.

Tenant damages and cleaning costs

The Landlord claimed \$764.16 for costs related to a lock replacement and disposal of garbage at the rental premises at the end of the tenancy. To support the Landlord's claim are entry/exit inspection report, invoices, work orders, photos of the rental premises at the start of the tenancy, and after the eviction.

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.

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.

In review of the photo evidence at the start of the tenancy, the rental premises was in an overall good condition, whereas the photos at the end of the tenancy showed the rental premises in an unclean state.

I find the evidence supports the Landlords claim and the Tenant is responsible for repairs of the lock and cleaning costs in the amount of \$764.16.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$2,057.05 in rental arrears (p. 41(4)(a)); and
- requiring the Tenant to pay to the Landlord \$764.16 in costs of repairs and cleaning (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer