

IN THE MATTER between **HNT**, Applicant, and **RT and AB**, Respondents;

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 **Self government of Wekweeti in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**RT and AB**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 28, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** MD, representing the Applicant  
DH, observer  
**Date of Decision:** January 30, 2026

## **REASONS FOR DECISION**

An application to a rental officer made by HNT as the Applicant/Landlord against RT and AB as the Respondents/Tenants was filed by the Rental Office on December 15, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Wekweeti, Northwest Territories. The filed application was served on the Respondents by email and deemed served on December 19, 2025.

The Applicant alleged the Respondents accumulated arrears, and caused damages to the rental premises. An order was sought for arrears and the cost of repairs.

A hearing was scheduled for January 28, 2026, by three-way teleconference. MD appeared to represent the Applicant. DH was in attendance to observe the hearing. The Respondents did not appear, nor did anyone on their behalf. As the Respondents 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. I reserved my decision for the Applicant to provide the requested information and to review the evidence and testimony.

### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement between the parties for subsidized public housing commencing July 14, 2022 until the rental premises was deemed abandoned on August 11, 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 Respondents as the Tenants.

### *Abandonment*

Subsection 1(3) of the Act states, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with the Act and

- (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or
- (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

The Landlord's representative testified and provided evidence indicating the Tenants had abandoned the rental premises and terminated the tenancy agreement effective August 11, 2025.

To support the Landlord's claim were letters and emails to the Tenants, abandoned personal property inventory, entry/exit inspection report, associated notes and a chronology of events from May 27, 2025, to November 7, 2025.

In review of the evidence, it was noted that on November 5, 2025, the Tenants advised a relative would retrieve personal property and did so on November 7, 2025. I also note that the last rent payment was made in January 2025.

I am satisfied the Tenants abandoned the rental premises in accordance with the Act.

#### *Security deposit*

The lease balance statement entered into evidence indicated the Tenants' security deposit was \$1,545.00, but only \$800.00 had been paid by the Tenants, and after the tenancy was terminated the Landlord applied the \$800.00 security deposit and \$0.25 in interest earned to the rent arrears.

The Rental Officer questioned and the Landlord's representative stated they believed the security deposit was applied to their account.

Upon request, the Landlord's representative confirmed that the Tenants were not directly given notice of the security deposit being retained. They were however, given a copy of the lease balance statement showing the security deposit was applied against the account.

#### *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 Tenants 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 and an arrears notice.

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly rents and payments received against the Tenants' rent account. The statement indicated the last time the Tenant were in a zero or positive balance in the rent account was June 29, 2022. At the time of the application the monthly rent was \$345.00 and the Tenants had accumulated rental arrears in the amount of \$12,016.00. The statement also

included a damages invoice in the amount of \$3,756.90. Damages are not considered arrears. After applying the security deposit to the rent account, the Tenants had a balance owing in the amount of \$10,470.75, in arrears equated to over 30.25 months of unpaid rent.

The Landlord's representative noted the arrears are a result of the Tenants payments continually being reversed due to non-sufficient funds up to the date the Landlord deemed the rental premises abandoned.

Upon request, on January 29, 2026, an updated statement which verified the rental arrears of \$10,470.75.

I am satisfied the lease balance statement accurately reflects the status of the Tenants' rent account. I find the Tenants repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$10,470.75.

#### *Tenant damages*

The Landlord claimed costs associated with damages to the rental premises after it was deemed abandoned. Entered into evidence was the tenant check-in/out unit condition report, damage claim estimate and photographs.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by the wilful or negligent conduct of the tenant or persons who 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 Landlord's representative spoke to the contractor claim estimate for the cost of repairs in the amount of \$22,536.15, of which the Tenants were only charged for a portion of that amount. The Landlord spoke to an error in the damage invoice charged to the Tenants in the amount of \$3,756.90, when the correct amount was \$3,578.00 which was reflected in the

contractor invoice. The Landlords representative also spoke to the break down of charges. 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:

- **\$1,216.00 claimed and approved** - Patch and paint entrance area of rental premises. **Supported by evidence and testimony.**
- **\$356.00 claimed and approved** - Supply and install passage sets for the exterior door and kitchen access. **Supported by evidence and testimony.**
- **\$1,936.00 claimed** - Supply and install two exterior doors. The useful life of an exterior door is 30 years. The annual depreciated value of the two doors is \$64.53 ( $\$1,936.00 \div 30$  years). The Landlord's representative noted the doors were new in 2022, leaving 27 years of useful life remaining in the doors.  $\$64.53 \times 27$  years = \$1,742.31. **Total approved costs for the doors is \$1,742.31.**
- \$70.00 claimed and approved - Supply and install floor register. **Supported by evidence and testimony.**

<b>\$ 3,384.31</b>	<b>Total approved costs of repairs</b>
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I am satisfied the Tenants are responsible for repairs to the rental premises in the amount of \$3,384.31.

### *Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$10,470.75 (p. 41(4)(a)); and
- requiring the Tenants to pay to the Landlord the costs of repairs in the amount of \$3,384.31 (p. 42(3)(e)).

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Jerry Vanhantsaeme  
Rental Officer