

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

RM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 4, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: PS, representing the Applicant
RM, representing the Respondent
Date of Decision: February 16, 2026

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against RM as the Respondent/Tenant was filed by the Rental Office on November 24, 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 registered mail and deemed served on December 1, 2025.

The Applicant alleged the Respondent after being transferred had left the previous rental premises in an unclean state and had caused damages. An order was sought for costs for repairs and cleaning.

A hearing was scheduled for January 7, 2026, by three-way teleconference. Both parties failed to appear. A failure to appear notice was issued to the Applicant. Upon request of the Applicant, the hearing was rescheduled. The Applicant was served notice of the rescheduled hearing by email and deemed served on January 15, 2026, in accordance with subsection 4(4) of the *Residential Tenancies Regulations*. The Respondent was served notice of the rescheduled hearing by process server on January 19, 2026.

The rescheduled hearing took place on February 4, 2026, by three-way teleconference. PS appeared to represent the Applicant. RM appeared to represent the Respondent. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

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

Tenancy agreement

Evidence provided established a fixed term tenancy agreement for subsidized public housing commencing from May 1, 2015 to October 31, 2015. After which the tenancy was continued on a month-to-month basis. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

The Landlord's representative testified the Tenant was transferred between residential complexes.

Section 3 of the tenancy agreement states, the Tenant agrees to accept a transfer to other rental premises, when in the Landlord's opinion, the premises are no longer suitable.

I find this to be a valid section of the tenancy agreement, as it allows the parties to maintain the tenancy when a move is required.

Tenant damages and cleaning costs

The Landlord claimed costs associated with damages to the rental premises during the tenancy.

The Landlord's representative testified that after the Tenant was transferred, the building owner assessed damages and provided an estimate to the Landlord in the amount of \$4,252.71. Entered into evidence was the tenant's check-in/out unit condition report, damage claim costs and photographs.

In response to the claim, the Tenant stated they were in the rental premises for an extended period of time. They wanted to bake but were unable to do so because of the stove. The Tenant stated they requested repairs during Covid but the Landlord would not attend. The Tenant spoke to other issues in the rental premises and residential complex.

The Rental Officer reviewed the claim with the Tenant. The Tenant acknowledged the damages, and advised they would talk with their worker.

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.

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:

- **\$600.00, claimed and approved** - Entire unit - full clean and removal of stickers from walls. **Supported by evidence;**
- **\$240.00, claimed and approved** - Hallway - patch wall (\$200.00), replace and install light switch (\$40.00). **Supported by evidence;**
- **\$475.00, claimed and approved** - Kitchen - replace and install two cabinet doors (\$250.00), replace and install stove burner (\$75.00), replace and install two fridge bars and butter tray cover (\$150.00). **Supported by evidence;**
- **\$200.00, claimed and approved** - Dining room - patch wall. **Supported by evidence;**
- **\$250.00, claimed and approved** - Livingroom - sand down two walls. **Supported by evidence;**
- **\$584.00, claimed** - Bathroom - replace and install door (\$209.00), replace and install 3 light bulbs (\$60.00), replace and install toilet paper holder (\$75.00), replace and install 2 towel bars (\$150.00), replace and install sink stopper (\$40.00), replace and install ceiling fan cover (\$50.00). The useful life of an interior door is 20 years. The Landlord confirmed the door was 10 years old. The annual depreciated value of the door is \$10.45 ($\$209.00 \div 20$ years). As 10 years of useful life remained, the depreciated value of the door was \$104.50. Approved cost for the door is \$104.50. **Total approved costs for the bathroom is \$479.50. Supported by evidence;**
- **\$484.00, claimed** - Master bedroom - replace and install door (\$209.00), replace and install light globe (\$75.00), patch wall (\$200.00). The useful life of an interior door is 20 years. The Landlord confirmed the door was 10 years old. The annual depreciated value of the door is \$10.45 ($\$209.00 \div 20$ years). As there was 10 years of useful life the remained, the depreciated value of the door was \$104.50. Approved cost for the door is \$104.50. **Total approved cost for the master bedroom is \$379.50. Supported by evidence;** and
- **\$849.00, claimed** - bedroom - replace and install door (\$209.00), replace and install switch cover (\$40.00), repair holes and nicks in three wall (\$600.00). The useful life of an interior door is 20 years. The Landlord confirmed the door was 10 years old. The annual depreciated value of the door is \$10.45 ($\$209.00 \div 20$ years). As there was 10 years of useful life the remained, the depreciated value of the door was \$104.50. Approved cost for the door is \$104.50. **Total approved costs for the bedroom is \$744.50. Supported by evidence.**

\$ 3,368.50	Costs of repairs
\$ 336.85	Approved administration fee (repair costs x 10%)
\$ 185.27	GST
\$ 3,890.62	Total costs of repairs

I am satisfied the Tenant is responsible for the costs of repairs and cleaning in the amount of \$3,890.62.

Order

An order will be issued:

- requiring the Tenant pay to the Landlord the costs of repairs and cleaning in the amount of \$3,890.62 (p.42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer