

IN THE MATTER between **MP**, Applicant, and **TK and CM**, 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 **Hamlet of Fort Providence in the Northwest
Territories**;

BETWEEN:

MP

Applicant/Landlord

-and-

TK AND CM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 25, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MP, representing the Applicant
TK, representing the Respondents
CM, representing the Respondents

Date of Decision: March 30, 2026

REASONS FOR DECISION

An application to a rental officer made by MP as the Applicant/Landlord against TK and CM as the Respondents/Tenants was filed by the Rental Office on February 19, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondents by email and deemed served on February 23, 2026.

The Applicant alleged the Respondents' abandoned the rental premises, breached terms of the tenancy agreement, caused damages and left the rental premises in an unclean state. An order was sought for outstanding utility and service costs and for repairs and cleaning.

A hearing was scheduled for March 25, 2026, by three-way teleconference. MP appeared to represent the Applicant. TK and CM appeared to represent the Respondents. I reserved my decision for the Respondent to provide requested documents and to review the evidence and testimony.

From this point forward, the Applicant will be known as the Landlord and the Respondents as the Tenants.

Tenancy agreement and termination of the tenancy agreement

Evidence was presented establishing a fixed term residential tenancy agreement between the parties from November 1, 2024 to October 31, 2025, for a partially furnished rental premises. After which the tenancy was renewed as a month-to-month tenancy until the Landlord determined the Tenants had abandoned the rental premises.

The Landlord testified on January 1 2026, the Tenants informed via message that they would be vacating the rental premises by the end of January 2026. The Landlord noted that, under the tenancy agreement communication was to be conducted by email, and that the Tenants gave 30 days' notice. The Landlord felt this was unfair, but accepted. The Landlord claimed the Tenants vacated the premises earlier than the end of the January; possibly in the middle of the month, leaving the rental premises unattended. The Landlord also noted that the tenancy agreement included a clause prohibiting the premises from being left unattended for more than 24 hours.

When questioned, the Landlord stated, they believe the Tenants vacated around the middle of January, as they found the rental premises vacated on January 29, 2026. However, the Landlord noted on January 23, the Tenants were cleaning the rental premises. The Tenants stated they had vacated the rental premises on January 27, 2026. A Tenant also stated that they resided in the rental premises prior to the tenancy agreement presented into evidence. The tenancy agreement provided was a renewal of the previous tenancy.

In review of the testimony and evidence, specifically the entry/exit inspection, the Tenants did reside in the rental premise from October 18, 2023 to October 31, 2024, and the fixed term tenancy agreement submitted into evidence from November 1, 2024 to October 31, 2025, and was signed by all parties.

In the Northwest Territories, if a tenant signs a new fixed-term tenancy agreement after the initial one ends, it is considered a new and separate tenancy agreement rather than a continuation or automatic renewal, as each new fixed-term tenancy agreement is distinct, allowing for changes to rent, rules, and conditions upon signing. When a fixed term tenancy agreement term ends, and is not renewed or a new fixed term tenancy agreement is put into place, the fixed is automatically renewed as a month to month tenancy.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Based on agreed upon obligation, the Tenants were not to leave the rental premises unattended from October 1 to May 1, I find the Tenants abandoned the rental premises on January 28, 2026.

Security deposit

The tenancy agreement indicated the Tenants paid a \$1,200.00 security deposit in October 2023.

Subsection 16(1) of the Act states, when a security deposit or pet security is paid, interest is to be calculated in accordance with the *Residential Tenancies Regulations* and shall annually credit the interest to the Tenant on a statement for the deposit.

Subsection 16(2) of the Act requires, the landlord should keep all security deposits, pet security deposit, interest credited up to the date the Tenants vacate or abandoned a rental premises.

Subsection 18(3) of the Act states, a landlord who holds a security deposit, a pet security deposit or both shall within 10 days after the day a tenant vacates or abandons the rental premises, ensure that: (a) the deposit is returned to the tenant; and (b) the tenant is given an itemized statement of account for the deposit or deposits.

Subsection 18(4) of the Act allows, a landlord retain all or a portion of the security deposit, pet security deposit or both for rental arrears of rent owing from a tenant to the landlord for the rental premises and for repairs of damages to the premises caused by the tenant or a person permitted on the premises by a tenant.

When questioned, the Landlord confirmed they retained the security deposit and did not provide notice that they would be retaining the security deposit.

As the Landlord did not provide notice, there is no calculation to what interest was earned on the security deposit. I calculated the interest to be \$0.51. I find the Landlord inappropriately retained the security deposit and interest in the amount of \$1,200.51.

Rather than ordering the Landlord to return the security deposit, I applied the security deposit to outstanding charges.

Damages and cleaning costs

Subsection 42(1) of the Act states, 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.

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 claimed \$7,607.95 for cost of repairs and cleaning of the rental premises. To support the Landlord's claim are entry/exit inspection report, photographs, the repair estimate included a contractor repair estimate, heating fuel and utility services, cleaning, wood removal, disposal of abandoned property, damages to appliances and missing fan remote controls. The Landlord stated the contractor who provided the repair estimate was the contractor who did the majority of renovations to the rental premises.

The Landlord testified when conducting the exit inspection they had requested the Tenants to participate, however, the Tenants advised they would not be able to attend. The Landlord completed the exit inspection during the entry inspection with a new tenant. The Landlord spoke to cleanliness and damages as indicated on the two estimates.

In response to the claim, the Tenants stated, they took good care of the rental premises and at one point thought of purchasing it. The Tenant's spoke to family matters, job loss and financial difficulties, they were required to relocate for employment. A Tenant stated they did not abandoned the rental premises as expressed by the Landlord. They only left a few days prior to

the Landlord returning to the community. A Tenant stated the Landlord provided them with an estimate for repairs to the rental premises, in which they used for an insurance claim to cover damages caused by movers. A Tenant confirmed their inability to attend the final inspection.

The Rental Officer questioned and the Landlord advised the rental premises was fully renovated in 2021. They also verified repairs outlined on the contractor's estimate had not been completed.

In review of the estimate, the Landlord included \$1,512.95 in charges for heating and utility services provided to the rental premises. These charges are not considered arrears. After removing the \$1,512.95 from the estimate, I find the Landlord's claim for repairs and cleaning to be \$6,095.00.

When determining costs I broke down the claim into two parts. (1) The estimate provided by the Landlord to the Tenants and the Landlords' claimed amount; and (2) the estimate provided by a contractor. I also took into account the useful life of building elements to ensure costs are reasonable, and make the Landlord whole, rather than profit from repairs. In some cases I found the contractor's cost to be reasonable and in others the Landlord's estimate. The following are my findings:

Landlord estimate (February 5, 2026) and Contractor estimate (February 17, 2026)

- Landlord provided estimate for repairs to flooring in the amount of \$565.00. Contractor's estimate was \$1,000.00 to replace and grout of 10 ceramic tiles. The useful life of ceramic tile is 17 years. I find the contractor's cost reasonable. The annual depreciated value based on the contractor's estimate is \$58.82 ($\$1,000.00 \div 17$ years). As the renovation was completed in 2021, there is 11 years of useful life remaining in the ceramic tile flooring. $\$58.82 \times 11$ years = \$647.02. **Total approved costs for replacement of the ceramic tiles is \$647.02.**
- Landlord provided flooring estimate in the amount of \$150.00. Contractor's estimate to replace flooring was \$300.00. The Landlord testified the flooring was engineered hardwood. The useful life of engineered hardwood is 20 years. I find contractor's cost of repairs to be reasonable. The annual depreciated value based on the contractor's estimate is \$15.00 ($\$300.00 \div 20$ years). As the renovation was completed in 2021, there is 14 years of useful life remaining in the engineered hardwood flooring. $\$15.00 \times 14$ years = \$210.00. **Total approved costs for replacement of the engineered hardwood flooring is \$210.00.**
- Landlord provided estimate of wall damage and repair in the amount of \$600.00 to

\$700.00. Contractor estimate was \$1,700.00 and did not break down the costs for painting and wall repair. The useful life of paint is 8 years. Damage to walls is not considered wear and tear. I find the contractor's estimate to be reasonable. As there was no breakdown of costs between damage to walls and painting, a 8 year useful life will be applied to the \$1,700.00. The annual depreciated value based on the contractor's estimate is \$212.50 ($\$1,700.00 \div 8$ years). As the renovation was completed in 2021, there is three years of useful life remaining in the walls. $\$212.50 \times 3$ years = \$637.50. **Total approved costs for wall repair and painting is \$637.50.**

- Contractor provided an estimate for travel in the amount of \$1,200.00 and \$600.00 for lodging. The Landlord confirmed the work had not been done. The Rental Officer questioned and the Landlord stated that the contractor's from the area were not good and they had used the contractor on the estimate to work on the rental premises earlier and found them were trust worthy. As the repairs had not been completed, I cannot be satisfied the costs for travel and lodging to be reasonable. **Claim for travel and lodging is denied.**

\$ 1,494.52	Approved estimate costs
\$ 74.73	GST
\$ 1,569.04	Total approved estimate costs

Other claimed costs

- **\$150.00 claimed and approved,** Cleaning costs - The Landlord claimed the rental premises was not returned clean at the end of the tenancy. The Landlord spoke to a bug screen containing insects and tops of armours being dusty. The Landlord confirmed they cleaned the rental premises themselves and it took them two days.

In response to the claim for cleaning, the Tenant's stated they cleaned the rental premises before leaving and the evidence of uncleanliness was believed to be from behind an armoire. A Tenant stated they were told to avoid moving the armoire to avoid damages. A Tenant also stated and provided video evidence of the condition of the rental premises. Upon request, the Tenant provided video evidence of the rental premises being clean.

After review, I find the video evidence to be insufficient to support the Tenant's claim, as the video was 29 seconds in length and only showed one area of the rental premises.

- **\$150.00 claimed**, moving of firewood pile - The Landlord claimed that the Tenants left firewood at the rental premises and in one spot blocking access to the holding tank. The Landlord stated, under the tenancy agreement, the Tenants were responsible to remove the wood. The Landlord stated they manually moved the firewood themselves; employed the use of machinery and the actual cost for the removal was \$200.00, but did not have receipts.

In response to the claim, a Tenant stated they left firewood for the Landlord's use based on weather. The Tenant also stated, there was also another person in the community willing to take the firewood should the Landlord not take it. It was not to disrespect the Landlord. The Tenants felt the cost claimed were over stated.

While there is no photo evidence, both parties acknowledged firewood was left at the rental premises. I also note the Tenants had good intentions to leave firewood for the Landlord. They should have confirmed if the Landlord wanted the firewood and also ensured it did not impede accesses to the holding tank. I find the Tenants responsible for removal of the firewood. However, as there are no invoices or receipts to support the charge, the parties shall share the costs equally. **I find the Tenants are responsible for firewood removal in the amount of \$75.00.**

- **\$100.00 claimed**, disposal of abandoned property - including a barbeque, two vehicle batteries, two boxes of miscellaneous items, mattress and other items. The Landlord claimed the Tenants left items at the rental premises. The February 5, 2026, estimate cost provided to the Tenants by the Landlord was \$50.00. No invoice or receipt was provided for costs.

Section 64 of the Act speaks to dealing with a tenant's personal property left in a rental premises that the tenant has vacated or abandoned.

Subsection 64(3) of the Act requires a landlord to prepare an inventory of the property and provide a copy of that inventory to the Tenants and the rental officer.

Subsection 64(5) of the Act specifically requires a landlord to store abandoned personal property in a safe place and manner for a period of not less than 60 days. The intent of this section is two-fold: firstly, to ensure the property does not come to harm or 'disappear' before the tenant can re-claim it, and, secondly, to afford the tenant enough time to re-claim the property if they wish so.

As the Landlord failed to comply with their obligation to store the Tenants' personal property, **the Landlord's claim for cost to dispose of abandoned items is denied.**

- **\$500.00 claimed**, damage to appliances - The Landlord claimed the Tenants caused damages to appliances. The Landlord claimed the refrigerator doors and top of the washer were damaged and the stove had not been cleaned. To support the claim were photos of a refrigerator door and top of the washing machine and the inspection report indicated the condition of the appliances at both the start and end of the tenancy. The Rental Officer questioned and the Landlord stated the appliances were new. The Landlord provided their estimate for loss of sale value not repair value. I find the Landlord's request for compensation not to reflect the depreciated value of the item, as no tangible value was provided. I do however recognize the damages to the appliances are not that of wear and tear. As there is no costs for repairs or replacement of the damaged areas, I find a fair value to mitigate the loss to be \$100.00 per refrigerator door and \$100.00 for the top of the washing machine. A claim for cleaning of the stove is dismissed as this would be included in the Landlord's costs for cleaning. **Total approved costs damages to the appliances is \$300.00.**
- **\$155.00 claimed**, missing remote controls - The Landlord claimed at the end of the tenancy, there were two remote controls for the ceiling fans missing. The Landlord estimate provided to the Tenants showed the cost to replace the ceiling fans was \$600.00. The Landlord stated the Tenants have the remote controls but have yet to return them. The Landlord stated they used an online vendor to base the \$155.00 claim. The Landlord stated a Tenant attended the rental premises twice to gather security equipment but at no time did they leave the remote controls. The Landlord stated the new tenant does not want to be involved in the issues between the parties.

A Tenant stated the remote controls were accidentally taken by the movers. Once found, the Landlord was informed and they were provided with a contact in the community. There was no response for the contact. The remote controls were then taken to a location in the community for the Landlord to retrieve. To support the claim, was a text message advising the Landlord where to retrieve the remote controls.

In view of the evidence provided by the Tenant, I note the Tenants informed the Landlord about the location of the remote controls on February 11, 2026, and the Landlord had ample opportunity to retrieve them prior to making the application or the hearing. However, I find the Tenants remain responsible to ensure the Landlord received the remote controls, which could be done by mail as they had the contact information for the Landlord. The Rental Officer explained and the Tenants acknowledged responsibilities of the parties under the Act. In view of the evidence and testimony, I find the Landlord should be compensated for 1/3 of the cost for the

remote replacement as a charge for retrieving the remote controls themselves or requesting the current tenant to do so. **I am satisfied the Tenants are responsible for a cost of \$51.67.**

\$ 576.67	Other approved costs
\$ 1,569.04	Total approved estimate costs
\$ 2,145.71	Total approved costs
\$ 1,200.51	Security deposit deducted
\$ 945.20	Balance owing

I find the Tenants are responsible for repairs and cleaning and other costs in the amount of \$945.20.

Utilities

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

The Landlord claimed 1,452.95 for heating fuel for the rental premises after the Tenants abandoned the rental premises and another \$60.00 for services provided to the rental premises by the community. On March 18, 2026, the Landlord provided a November 30, 2023 invoice from the community for services in the amount of \$25.00. The \$25.00 was the actual cost for the services, not \$60.00.

The Landlord testified when they attended the rental premises after the Tenants left, they found the fuel tank to be empty. The Landlord also testified when entering into the tenancy agreement, the fuel tank was 7/8s full, and the size of the tank was 1,000 Litres. Due to the fuel concern, they filled tank. To support the claim support were two invoices and a damage repair estimate, and the entry inspection report noting the fuel volume at the start of the tenancy.

The Tenants acknowledged their responsibility to pay the costs for the heating fuel. The Tenants also provided an estimate from the Landlord containing heating fuel charge.

The Rental Officer noted on the entry inspection, the parties acknowledged the fuel tank was registered at 7/8s full. The Landlord confirmed the fuel tank capacity was 1000 litres.

In review of the evidence and testimony, I find the following:

- **\$1,452.95 claimed and approved** - As the fuel tank capacity was 1000 litres and the parties at the start of the tenancy agreed the was 7/8 full. This would work out to 875 litres of fuel at the start of the tenancy ($7/8 \times 1000$ litres = 875 Litres). The invoices for fuel provided by the Landlord work out to 875 litres.
- **\$25.00 claimed** - Community services charge dated November 30, 2023. Subsection 68(1) of the Act states a landlord or tenant must make an application to a rental officer within six months after the breach of an obligation under the Act or the tenancy agreement or the situation referred to in the application arose.

The tenancy agreement entered into evidence and supported by testimony notes the parties were in a tenancy agreement at the time of the charge. However, the parties entered into a new tenancy agreement on November 1, 2024. The new tenancy was 2 years after the breach occurred. The claim for **\$25.00 is denied**.

I am satisfied the Tenants have outstanding utility arrears in the amount of \$1,452.95.

Tenant issues

A Tenant claims the issues with the Landlord started when they indicated they were moving out of the community. A Tenant noted since they were moving they spoke to the Landlord regarding purchase of a security system at the rental premises. The Tenant felt the Landlord withheld them from retrieving the security system, and spoke to communications between themselves and the Landlord regarding the purchase of the security system by the Landlord or the current tenant. To support their concern, the Tenants provided a text message conversation between themselves and the Landlord regarding a proposed purchase of the security system and internet service.

As noted earlier, under abandoned personal property, the Landlord has an obligation under section 64 of the Act to itemize, store, report and return personal property to a Tenant. Only after timelines outlined under the Act may the abandoned items be disposed of or sold.

Should the Landlord not return the personal property, the Tenant may make an application to a rental officer to address the retention of the security system.

Orders

an order will be issued:

- requiring the Tenants to pay to the Landlord the costs of repairs and cleaning in the amount of \$ 945.20 (p. 42(3)(e), p. 45(4)(d)); and

- requiring the Tenants to pay to the Landlord utility costs in the amount of \$1,452.95 (p. 45(4)(d));

Jerry Vanhantsaeme
Rental Officer