

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

KF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JR, representing the Applicant

Date of Decision: April 20, 2026

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KF as the Respondent/Tenant was filed by the Rental Office on February 18, 2026. 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 email and deemed served on March 21, 2026.

The Applicant alleged the Respondent abandoned the rental premises, had outstanding arrears and caused damages to the rental premises. An order was sought for arrears and damages.

The hearing scheduled for March 18, 2026, was cancelled due to the Applicant failing to provide a complete proof of service of the filed application and notice of attendance five business days prior to the hearing as required under section 71 of the Act.

The hearing proceeded on April 20, 2026, by three-way teleconference. JR 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 the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties from November 10, 2023 until December 12, 2025, when the Landlord deemed the rental premises abandoned. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order #16403, dated May 3, 2019, required the Respondent and one other person to pay \$4,369.00 in utility arrears, repairs cost and cleaning.

Rental Officer Order #18551, required the Respondent to pay \$780.00 in rental arrears, pay rent on time in the future, terminating the tenancy agreement on April 30, 2025, and eviction on May 1, 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 letter sent to the Tenant advising the security deposit would be withheld and applied to arrears and damages. A letter outlined the arrears account, damages, security deposit paid and the interest earned. The letter indicated the Tenant paid \$1,625.00 as a security deposit and the interest earned was \$0.30. The total amount retained was \$1,625.30.

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 Tenant 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, statements of account, and a letter regarding rent. The maximum rent being charged due to non-reporting of income.

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly rents and payments received against the Tenant's rent account. At the time of the application, the monthly rent was \$1,625.00 and the balance owed was \$18,905.35. The statement also included damages in the amount of \$7,809.33 and garbage removal cost of \$2,121.39, for a total of \$9,931.32. These charges are not considered arrears. After removing these charges, the arrears balance was \$8,974.03, which equated to over 5.5 months of unpaid rent.

The Landlord's representative confirmed no payments were received since the application was filed.

After applying the security deposit of \$1,625.30 to the rental arrears of \$8,974.03, I find a balance owing in the amount of \$7,348.73.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$7,348.73.

Tenant damages

Under subsection 42(1) of the Act, a tenant shall repair damage to the rental premises caused by the wilful or negligent conduct of the tenant or persons who are 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.

The Landlord claimed the Tenant caused damages to the rental premises and claiming costs associated for cleaning and damages to the rental premises. Entered into evidence was the tenant check-in/out unit condition report, damage estimate, photographs, and security deposit letter indicating charges related to the claim.

When determining costs, I took into account the reason for the charge and the action taken by the Landlord. I also note the Landlord determined the rental premises was abandoned and the Tenant had left multiple items within the unit. The following are the amounts claimed and my findings:

- **\$99.63, claimed** - charge for unclogging kitchen sink. Invoice not provided as part of the application. **Claim dismissed.**
- **\$331.95, claimed** - charge for changing door knobs. Invoice not provided as part of the application. **Claim dismissed.**
- **\$7,378.35, claimed and approved** - Damages - evidence submitted showed significant damage to multiple interior rooms of the rental premises. Damages included holes in walls, appliances, door frames, electrical outlets and lighting. I also note the Landlord depreciated the cost to repair of the rental premises by \$1,391.00 which would be 1 year of paint depreciation. **Supported by evidence.**
- **\$2,121.39, claimed and approved** - Waste removal - evidence submitted showed multiple household items left in the rental premises after abandonment. Work was completed by a third party contractor, rather than the Landlord themselves. **Supported by evidence.**

\$ 9,499.74	Total approved costs
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I am satisfied the Tenant is responsible for the cost for damages and cleaning in the amount of \$9,499.74.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$7,348.73 in rental arrears (p. 41(4)(a)); and
- requiring the Tenant to pay to the Landlord \$9,499.74 for cleaning and damages (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer