

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

NM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 29, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: April 29, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against NM as the Respondent/Tenant was filed by the Rental Office on March 20, 2026. 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 April 6, 2026.

The Applicant alleged the Tenant was evicted from the rental premises, had outstanding arrears and caused damages to the rental premises. An order was sought for arrears and costs of cleaning and repairs.

A hearing was scheduled for April 29, 2026, by three-teleconference. AS appeared on behalf of the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after receiving sufficient notice, pursuant to subsection 80(2) of Act, the hearing proceeded in the Respondent's absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy for subsidized public housing from April 1, 2012, to November 17, 2025, when the Respondent was evicted. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

Previous orders

Rental Officer Order #16278, dated December 19, 2018, required the Respondent to pay \$280.00 in rental arrears, pay rent on time in the future, pay cost of repairs in the amount of \$227.27, and prohibiting the Respondent causing further damages. Terminating the tenancy agreement between the parties March 31, 2019, and the Respondent is to vacate the rental premises on or before that date, unless the arrears and costs of repairs in the amount of \$507.27 are paid in full, and the monthly rents for January through March are paid on time.

Rental Officer Order #16631, dated September 13, 2019, required the Respondent to pay \$400.00 in rental arrears, compensate the Applicant for costs related to after-hour call-outs in the amount of \$110.00, terminating the tenancy agreement September 30, 2019, evicting the Respondent from the rental premises on October 1, 2019, and to compensate the Applicant for use and occupation of the rental premises at a rate of \$53.42 for each day the Respondent remains in the rental premises after September 30, 2019, to a maximum of \$1,625.00 per month.

Rental Officer Order #17095, dated January 14, 2021, required the Respondent pay rent on time in the future, terminating the tenancy agreement on July 31, 2021, unless the monthly subsidized rents for February to July are paid on time.

Rental Officer Order #18229, dated May 9, 2024, required the Respondent to pay \$369.48 in rental arrears, pay rent on time in the future, terminating the tenancy agreement on July 31, 2024, and for the Respondent to vacate the rental premises on or before that date, unless the arrears are paid in full, and the monthly rents for May through July are paid on time, and should the tenancy agreement be terminated, evicting the Respondent from the rental premises on August 1, 2024.

Rental Officer Order #18642, dated September 4, 2025, required the Respondent to comply with their obligation not to cause disturbances and not breach that obligation again and a graduated termination of the tenancy agreement and eviction effective October 31, 2025.

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

Security deposit

Section 9 of the tenancy agreement indicates the Tenant was required to pay a security deposit in the amount of \$500.00. On November 23, 2025, notice was provided to the Tenant, of the Landlord retaining the security deposit due to damages and rental arrears. Also included in the evidence was a statement confirming the security deposit was \$500.00 and the interest earned was \$2.24. The total amount retained was \$502.24.

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 lease balance statement entered into evidence represents the Landlord's accounting of the monthly rents and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was May 9, 2025, and at the time of the application the monthly rent charge was \$610.00 with a balance owing of \$8,000.46. The statement also contained \$5,351.70 in non-rent related charges. After removing the non-rent related charges, I find an arrears balance of \$3,151.00. After applying the \$502.24 from the security deposit, I find a balance owing in the amount of \$2,648.76.

I am satisfied the statement accurately reflects the Tenant's rent account, and has \$2,648.76 in rental arrears.

Tenant damages

The Landlord is claiming the costs of cleaning and repairs to the rental premises in the amount of \$5,351.70. To support the Landlord's claim are invoices, work orders, photographs, an entry and exit inspection report

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, 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 evidence provided it was noted the eviction occurred on November 17, 2025, and the exit inspection on November 27, 2025, and the Tenant did not participate. A note on the exit inspection indicates multiple items were left inside the rental premises after the eviction and the Landlord was required to empty the rental premises.

When determining the costs claimed by the Landlord for removal of items, cleaning and repairs I looked at the overall condition of the rental premises as outlined in the entry inspection, in comparison to the photos provided after the eviction. I note the Landlord applied a depreciated value to damages.

I find the Landlord's claim for cleaning and repairs to be reasonable.

I am satisfied the Tenant is responsible for cleaning and repairs in the amount of \$5,371.70.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord \$2,648.76 in rental arrears (p. 41(4)(a)); and

- requiring the Tenant pay to the Landlord the costs of cleaning and repairs in the amount of \$5,351.70 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer