

IN THE MATTER between **HNT**, Applicant, and **JT**, 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 **community of K'atloodeeche First Nations in the
Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JT

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 JT 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 K'atlodeeche First Nations, Northwest Territories. The filed application was served on the Respondent by registered mail on April 10, 2026.

The Applicant alleged the Respondent caused damages to the plumbing system within the rental premises. An order was sought for the cost of repairs.

A hearing was scheduled for April 29, 2026, by three-way teleconference. AS 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 the Respondent's absence. I reserved my decision to review the evidence and testimony.

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

Tenancy agreement

Evidence provided establishes a month-to-month tenancy agreement between the parties for subsidized public housing commencing June 19, 2023. The tenancy agreement contained the current address of the rental premises on front page and Schedule "A". The tenancy agreement was signed by the Landlord.

The Rental Officer questioned the tenancy, noting that the Tenant had been residing in the rental premises since 2019. In response, the Landlord's representative stated, after community evacuation and people returned, the parties entered into a new tenancy agreements.

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

Tenant damages

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.

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: (a) requiring the tenant to comply with the tenant's obligation; (b) prohibiting the tenant from doing any further damage; (c) requiring the tenant to compensate the landlord for loss suffered as a direct result of the breach; (d) authorizing any repair or other action that is taken by the landlord to remedy the effects of the tenant's breach; (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or (f) terminating the tenancy agreement on the day specified in the order and ordering the tenant to vacate the rental premises on that date.

Section 12 of the tenancy agreement outlines the tenant's responsibilities, including paying for damages caused by the tenant or their guests; immediately reporting problems, defects, damage, or service issue in the rental premises, and covering the cost of any damage resulting from the tenant's failure to report such issues to the landlord.

The Landlord's representative testified the Tenant owes \$1,098.92 for damage-related arrears for a clogged drain line. The representative further stated the Tenant did not believe they were responsible for these costs. The Landlord advised they provided the invoice and discussed issue with the Tenant. To support the claim, submitted into evidence were associated notes, a lease balance statement reflecting the damage charge, letter regarding the repair invoice, the invoice and work order, and photographs of the damage.

The Rental Officer questioned and the Landlord's representative confirmed the blockage was so extensive that sections of piping had to be removed, as it could not be cleared. The Rental Officer also questioned the materials used for the repair, specifically the two basket strainers and access panel. In response, the Landlord's representative could not explain the reason for the basket strainers. They stated the access panel was installed because the contractor had to cut into the wall to remove the piping and chose to install an access panel instead of repairing the wall.

After reviewing the evidence and the testimony, I note the Tenant claimed the blockage had existed since they moved into the rental premises. I disagree with the claim, as it is reasonable to expect that, had the blockage been present at the start of occupancy, the Tenant would have reported the issue to the Landlord at some point during the past seven years. The Tenant also had an obligation to do so under section 12 of the tenancy agreement.

I also find no reasoning for replacing the drain baskets, as these are components of the sink itself, and not part of the drain line. Therefore the cost of \$115.48 (\$109.98 + \$5.50 GST) for the baskets is **denied** and deducted from the damage charge, leaving a balance of \$983.44.

I am satisfied the Tenant is responsible for the cost of repairs in the amount of \$983.44.

Orders

an order will be issued:

- requiring the Tenant to pay to the Landlord the costs of repairs for the plumbing system in the amount of \$983.44 (p. 42(3)(e)); and
- prohibiting the Tenant from causing any further damages to the rental premises (p. 42(3)(b)).

Jerry Vanhantsaeme
Rental Officer