

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

RW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: JR, representing the Applicant

Date of Decision: May 21, 2026

REASONS FOR DECISION

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against RW as the Respondent/Tenant was filed by the Rental Office on March 27, 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 April 3, 2026.

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

A hearing was scheduled for May 13, 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, pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties from April 1, 2012 to November 3, 2025, when the rental premises was deemed abandoned. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

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

Security deposit

Evidence presented indicated that a security deposit in the amount of \$650.00 was paid, and the interest earned was \$44.97, for a total amount retained was \$694.97.

The Landlord applied the security deposit to cleaning and damages. I find it more appropriate to apply the security deposit towards the arrears.

The Rental Officer questioned and the Landlord could not confirm whether the Tenant was informed about the security deposit being retained.

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 claims the Tenant failed to pay rent, resulting in arrears. To support the claim was a lease balance statement and account statement.

The lease balance statement represents the Landlord's accounting of the Tenant's rent account. The statement indicated the last time the Tenant had a zero or positive balance on the rent account was July 1, 2025. At the time of the application, the balance on the rent account was \$13,073.29, of which \$12,825.29 was non-rent related charges. After removing the charges from the rent account balance, there was an arrears balance owing in the amount of \$248.00.

The Landlord's representative confirmed the Tenant had not made any payments towards the rent account.

After applying the security deposit to the arrears, I find there was a credit balance of \$446.97. As the balance covered the full arrears, the request for arrears is **denied**.

The credit balance will be applied to Tenant damages.

Tenant damages and cleaning costs

The Landlord claimed costs associated for damages and cleaning after the rental premises was abandoned. Entered into evidence was the tenant check-in/out unit condition report, damage claim costs, invoices, and photographs.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by the wilful or 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 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.

During the hearing, the Rental Officer questioned specific charges as there were some items depreciated and others that were not. The Rental Officer requested and was provided with the depreciated values for the damages.

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 before GST:

- **\$1,880.24, claimed and approved** - Invoice #261 - disposal of abandoned items in the rental premises. Charge included labour and tipping fees from the landfill. **Supported by evidence;**
- **\$ 10,064.35, claimed** - Invoice #542 - Tenant damages:
 - ▶ **\$450.00, claimed and approved** - Full cleaning of the rental premises. **Supported by evidence;**
 - ▶ **\$726.00, claimed and approved** - Sand and prime improperly patched holes throughout the rental premises. **Supported by evidence;**
 - ▶ **\$1,200.00, claimed**- Replacement of front door - The Landlord provided updated evidence showing the actual replacement cost of the door was \$2,200.00. The door had been in use for 10 years and was depreciated over a 30-year lifespan at a rate of \$73.33 per year ($\$2,200.00 \div 30$ years). The total depreciation amounted to \$733.33 ($\73.33×10 years). After deducting depreciation, the remaining value of the front door is \$1,466.70. **Approved cost for replacement of the front door is \$1,466.70. Supported by evidence;**
 - ▶ **\$600.00, claimed** - Replacement of the dining room/living room window - The Landlord provided updated cost showing the actual cost for replacement was \$638.96. The window had been in use for 10 years and was depreciated over a 30-year lifespan at a rate of \$21.30 per year ($\$638.96 \div 30$ years). The depreciated value is \$213.00 ($\21.30×10 years). After deducting depreciation, the remaining value of the window is \$425.96. **Approved cost of window replacement is \$425.96. Supported by evidence;**
 - ▶ **\$66.00, claimed and approved** - Installation of a replacement window screen. **Supported by evidence;**
 - ▶ **\$66.00, claimed and approved** - Patch and prime a large hole in wall. **Supported by evidence;**
 - ▶ **\$2,267.00, claimed and approved** - Replacement of cabinet doors, drawer fronts and sink cabinet. The Landlord applied a depreciated value. Actual cost for repairs was \$3,400.00. The Landlord deducted \$1,133.00 as a depreciated value for 10 years of use. **Supported by evidence;**

- ▶ **\$200.00, claimed and approved** - Replacement of damaged stove handle. **Supported by evidence;**
- ▶ **\$1,000.00, claimed and approved** - Cleaning and repair of kitchen ceiling. **Supported by evidence and testimony;**
- ▶ **\$432.00, claimed and approved** - Replacement of missing restraining bars in refrigerator. **Supported by evidence;**
- ▶ **\$567.00, claimed** - Replacement of bathroom door - The Landlord applied depreciation to the claimed amount. The actual replacement cost of the door was \$850.00. The Landlord deducted \$283.30 for depreciation based on 10 years of use. After deducting the depreciated value, the remaining useful value of the door is \$566.70. **Approved cost for replacement of the bathroom door is \$566.70. Supported by evidence;**
- ▶ **\$10.00, claimed and approved** - Replacement of missing bulb. **Supported by evidence;**
- ▶ **\$1,067.00, claimed and approved** - Replacement of cabinet doors, drawer fronts, Water damaged, laminate peeling. **Supported by evidence;**
- ▶ **\$132.00, claimed and approved** - Bathroom - replacement of bottom cabinet kick trim. **Supported by evidence;**
- ▶ **\$567.00, claimed** - Replacement of the master bedroom door and repair of the door frame – The Landlord provided updated evidence showing the replacement cost of the door was \$567.00. The door had been in use for 10 years and was depreciated over a 30-year lifespan at a rate of \$18.90 per year ($\$567.00 \div 30$ years). The total depreciation amount is \$189.00 ($\18.90×10 years). After deducting depreciation, the remaining value of the bedroom door is \$378.00. **Approved cost for replacement of the front door is \$378.00. Supported by evidence;**
- ▶ **\$66.00, claimed and approved** - Replacement of damaged window screen in master bedroom. **Supported by evidence;**
- ▶ **\$66.00, claimed and approved** - Removal of shelving and coat hanger from wall in master bedroom. **Supported by evidence;**
- ▶ **\$100.00, claimed and approved** Replacement of light fixture in master bedroom. **Supported by evidence**
- ▶ **\$587.00, claimed** - Replacement of door in the second bedroom. The Landlord provided updated evidence showing the replacement cost of the door was \$567.00. The door

had been in use for 10 years and was depreciated over a 30-year lifespan at a rate of \$18.90 per year ($\$567.00 \div 30$ years). The total depreciated value is \$189.00 ($\18.90×10 years). After deducting depreciation, the remaining value of the bedroom door was \$378.00. **Approved cost for replacement of the front door is \$378.00. Supported by evidence;**

- ▶ **\$66.00, claimed and approved** - Replacement of damaged window screen in second bedroom. **Supported by evidence;** and
- ▶ **\$132.00, claimed and approved** - Repair and rehang radiator heat cover. **Supported by evidence.**

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| \$ 11,941.60 | Approved costs for cleaning and repairs |
| \$ 597.08 | (Plus) GST on repairs |
| \$ 12,538.68 | Total approved costs |
| \$ 446.97 | (Minus) Security deposit balance |
| \$ 12,091.71 | Total balance owing |

I am satisfied the Tenant is responsible for the cost of cleaning and repairs in the amount of \$12,091.71.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord the cost of repairs and cleaning in the amount of \$12,091.71 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer