

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

CL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 28, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: May 28, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against CL as the Respondent/Tenant was filed by the Rental Office on April 27, 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 on May 5, 2026.

The Applicant alleged the Respondent was evicted on November 17, 2025. At the end of the tenancy, the Respondent had outstanding rental arrears and caused damages to the rental premises. An order was sought for arrears and damages.

A hearing was scheduled for May 28, 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 was provided 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.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing from April 1, 2012, until the Respondent was evicted on May 17, 2025.

"Schedule A" of the tenancy agreement along with the first page of the tenancy agreement typically identifies the address of the rental premises. The Schedule and first page of the tenancy agreement are not in alignment with respect to the address. However, the first page of the tenancy agreement matches the address on the application and had been initialled by both parties.

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

Previous orders

Rental Officer Order #10-14143, dated July 18, 2014, required the Respondent to pay \$683.36 in rental arrears in minimum monthly installments of \$75.00 starting August 2014 and each month thereafter until the rental arrears were paid in full.

Rental Officer Order #16419, dated June 12, 2019, requiring the Respondent to pay their rent on time in the future.

Rental Officer Order # 17425, dated December 17, 2021, required the Respondent to pay \$9,301.03 in rental arrears, pay rent on time in the future, comply with their obligation to report household income in accordance with section 6 of the tenancy agreement and not breach that obligation again and terminate the tenancy agreement on March 31, 2022, unless the income of an occupant is reported to the Applicant and the subsidized rental arrears are paid in full and the monthly rents for January, February and March are paid on time.

Rental Officer Order #18147, dated March 1, 2024, required the Respondent to pay \$1,567.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on May 31, 2024, unless the rental arrears were paid in full and the monthly subsidized rents for March, April and May are paid on time, and should the tenancy be terminated, evict the Respondent from the rental premises on June 1, 2024.

Rental Officer Order #18843, dated November 21, 2024, required the Respondent to pay \$427.00 in rental arrears, pay rent on time in the future, terminate the tenancy agreement between the parties on December 31, 2024, unless the arrears were paid in full and the monthly rent for December was paid in full, and should the tenancy be terminated, evict the Respondent from the rental premises on November 21, 2024.

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

Security deposit

The Landlord's representative entered into evidence a damage deposit statement, the statement indicated \$200.00 was paid towards the security deposit and the interest earned was \$30.75. The letter indicated there were outstanding damages, and unpaid rent for a total of \$8,152.57, and after applying the damage deposit, the balance owing was \$7,921.82.

The Landlord noted in their statement and also testified that the security deposit was applied to the previous order.

The Act allows a landlord may retain all or part of a security deposit, a pet security deposit or both for rental arrears and for repair of damages to a rental premises caused by a tenant or their guest. While at the same time, the landlord must ensure proper notice of retention is provided as directed under the Act.

While the Landlord applied the security deposit against a previous unpaid order, I find it more appropriate to apply the security deposit to the rent account after the order #18443 was issued.

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.

To support the claim was an aged detail report and lease balance statement. The lease balance statement indicated the last time the Tenant has a zero or positive balance on the rent account was July 26, 2022, and at the time of the application, the monthly rent was \$80.00 with a balance owing of \$8,152.57 before the security deposit is applied. The statement also included \$7,360.57 in damages. Damages are not considered arrears. After removing the damages from the account balance, I found the Tenant had outstanding arrears in the amount of \$792.00

After applying the damage deposit to the balance owing, I find a balance owing in the amount of \$561.25.

I am satisfied the statement accurately reflects the Tenant's rent account and the Tenant has outstanding rental arrears in the amount of \$561.25 in rental arrears.

Tenant damages and cleaning costs

The Landlord claimed the cost of cleaning and repairs of the rental premises in the amount of \$7,360.57. To support the Landlord's claim were photos of the rental premises before and after the tenancy ended, invoices, work orders, and the entry and exit inspection reports.

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

The Landlord's representative testified that there were damages recorded on the exit report but not charged to the Tenant as the rental premises had been identified for renovation under

a funding program. The Landlord's representative also testified the Tenant was given an extended period of time to remove personal items to which they did and the remainder was left for the Landlord to dispose.

In review of the evidence for the start of the tenancy, the rental premises was in an overall good condition, whereas the evidence at the end of the tenancy showed the rental premises in an unclean state, filled with abandoned items and recorded damages.

When determining costs, I took into account the reason for the charges and the action taken by the Landlord. The following are the amounts claimed and my findings:

- **\$62.55 claimed and approved** - invoice #43419 - removal and disposal of a sofa from the yard. Work was done prior to eviction. **Supported by evidence;**
- **\$32.55 claimed and approved** - invoice #43584 - changing locks after eviction. **Supported by evidence;**
- **\$655.11 claimed and approved** - invoice #43585 - charge for wood to securing the building after eviction. **Supported by evidence;**
- **\$111.30 claimed and approved** - invoice #43566 - labour charges to secure the building after eviction. **Supported by evidence;**
- **\$111.30, claimed and approved** - invoice #43587 - labour charges to secure the building after eviction. **Supported by evidence;**
- **\$2,583.00, claimed and approved** - invoice #43768 - removal of two derelict vehicles and a snowmobile from the rental premises. Charges included towing, hazardous waste removal and landfill tipping fees. **Supported by evidence;**
- **\$1,424.83, claimed and approved** - invoice #44147 - for removal and disposal of items and trash left at the rental premises. **Supported by evidence;**
- **\$195.30, claimed and approved** - invoice #444148 - labour to clean up, and tipping fees for landfill. **Support by evidence;**
- **\$382.20, claimed** - invoice #44149 - for removal and disposal of items and tipping fees for the landfill. **Supported by evidence;**
- **\$471.01 claimed and approved** - invoice #44150 - charges for replacement of missing and damaged window screens throughout the rental premises. **Supported by evidence;**

- **\$39.33 claimed and approved** - invoice #444151 - charges for replacement of missing bathroom stoppers. **Supported by evidence;**
- **\$39.24 claimed and approved** - invoice #44152 - charges for replacement of missing carbon monoxide detector. **Supported by evidence;**
- **\$162.75 claimed and approved** - invoice #44153 - charges to inspect windows for damages and to order missing hardware. **Supported by evidence;**
- **\$65.10, claimed and approved** - invoice #44154 - charges for removal of items on walls and ceiling throughout the rental premises. **Supported by evidence;**
- **\$58.74, claimed and approved** - invoice #44155 - charges for bulb replacement in rental premises. **Supported by evidence;**
- **\$32.55, claimed and approved** - invoice #44188 - charges to install replacement screens. **Supported by evidence;**
- **\$933.71, claimed and approved** - invoice #44189 - charges for replacement of window hardware and installation. **Support by evidence;** and

Total charges for damages and cleaning is \$7,360.57.

I am satisfied the Tenant is responsible for cost of cleaning and repairs in the amount of \$7,360.57.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$561.25 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of repairs and cleaning \$7,360.57 (p. 42(3)(e), p. 45(4)(d)).

Jerry Vanhantsaeme
Rental Officer