

IN THE MATTER between **HNT**, Applicant, and **LH and VO**, 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-

**LH and VO**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 15, 2024

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS representing the Applicant

**Date of Decision:** May 15, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against LH and VO as the Respondents/Tenants was filed by the Rental Office March 1, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in the city of Yellowknife, Northwest Territories. The filed application was served by registered mail and deemed served April 12, 2024.

The Applicant alleged the Respondents had repeatedly failed to pay rent when due, had accumulated rental arrears, and had been in breach of the addendum to the tenancy agreement by parking their vehicle in a designated fire lane, which also was an access point for the building's dumpsters. An order was sought for payment of rental arrears, pay rent on time, to comply with the tenants obligations under the tenancy agreement, and conditional termination and eviction.

A hearing was scheduled for May 15, 2024, in Yellowknife. PS appeared representing the Applicant. The Respondents did not appear nor did anyone appear on their behalf. The hearing proceeded pursuant to 80(2) of the *Residential Tenancies Act (Act)*.

#### *Tenancy Agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housings commencing October 1, 2015. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

#### *Rental Arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly assessed rents and payments received against the Respondent's rent account from July 1, 2021 to February 1, 2024. All rents have been subsidized and assessed at \$365.00. The lease balance statement noted, from August 1, 2021, that the Respondents continually failed to pay the rent when due. From January 1, 2023 to January 31, 2024, the Respondents repeatedly missed or failed to pay their rent in full, accumulating \$4,855.00 in rental arrears. Upon the application being filed to the Rental Officer, the Respondents paid \$7,000.00 towards their arrears leaving an arrears balance of \$585.00 as of April 30, 2024.

### *Tenancy Obligations*

An Addendum to the Tenancy was signed by the Tenants 5-years and 4 months prior to the current Tenancy Agreement being signed. The Tenancy Agreement and Addendum denote the same residential address. Under the Addendum, the Respondents agree:

- The Tenant shall park his vehicle in the parking space allocated to him by the Tenant Relations Officer;
- Tenants are to ensure that no unlicensed, abandoned or damaged automobiles are left at or around the rental unit. Any such vehicle will be towed at the owners expense.
- Parking spaces are available to all tenants in need of space for parking vehicles. Need for space will be criteria of assignment of space. On admission as a tenant to a rental unit, the tenant will advise management of his/her need for space, identify his vehicle to management, who will assign a specific lot for the exclusive use of that tenant. Any tenant parking his motor vehicle in a space not assigned to him specifically or in another tenant's parking space without proper authority shall be responsible for all costs involved in removal of said vehicle. Temperature controlled plug-ins will be available from November through March each month.

Failure to comply with the terms and conditions of occupancy as set in this agreement (Addendum) will result in the immediate termination of the lease agreement.

The Respondents acknowledged on the Addendum they fully understand and agree to the above, and acknowledge receipt of a duplicate copy of the agreement (Addendum).

An email dated November 6, 2023, from the Applicant to the Respondents entered into evidence represents the landlord receiving multiple complaints from other tenants and "crews" that the Respondents are disregarding the terms of the Addendum for parking in a designated fire lane and blocking access to a dumpster.

I am satisfied the Respondents have failed to comply with the obligations outlined in the Addendum in regards to only utilizing the parking space allotted to them.

### *Termination of tenancy agreement and Eviction*

In light of the Respondent's repeated failure to pay rent when due, rental arrears accumulated, in addition to the Respondent's failure to comply with the obligations for parking as outlined in the Addendum, I am satisfied a conditional termination of the tenancy agreement and eviction are justified.

### *Orders*

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$585.00 (p.41(4)(a));
- requiring the Respondents to pay future rent on time (p. 41(4)(b));
- requiring the Respondents to comply with their obligation to only park in their assigned parking stall, and not to breach that obligation again. (p. 45(4)(a) and 45(4)(b));
- terminating the tenancy agreement August 31, 2024, unless the rental arrears are paid in full, the monthly subsidized rents for May, June, July, and August are paid on time, no further reports of the Respondent's failure to park in their assigned parking stall at the rental premises (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Respondent's from the rental premises September 1, 2024, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss.83(2)).

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Jerry Vanhantsaeme  
Rental Officer