

IN THE MATTER between **GHL**, Applicant, and **FS**, 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:

**GHL**

Applicant/Landlord

-and-

**FS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 18, 2024

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

**Appearances at Hearing:** JG, representing the Applicant

BD, representing the Applicant

**Date of Decision:** July 23, 2024

## **REASONS FOR DECISION**

An application to a rental officer made by GHL as the Applicant/Landlord against FS as the Respondent/Tenant was filed by the Rental Office March 18, 2024. 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 27, 2024.

The Applicant alleged the Respondent had failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears and eviction. During the hearing, the Rental Officer advised the Applicant an order for termination of the tenancy could be issued before an order for eviction could be issued. The Applicant advised they are amending the application for termination of the tenancy.

A hearing was scheduled for May 21, 2024, but was rescheduled for July 18, 2024, as the Applicant had not met the timelines for service in accordance with section 76 of the Act. All parties were provided notice of the rescheduled hearing. The hearing proceeded on July 18, 2024, by three-way teleconference. JG and BD appeared representing the Applicant. The Respondent failed to appear, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the Act. Due to the severity of the claim, the hearing was adjourned *Sine Die* subject to the Applicant providing supporting documentation to the claim.

### *Tenancy Agreement*

The Applicant claims the Respondent has been a tenant for over 20 years and for a majority of that time the rent was covered by Income Assistance from the Department of Education and Culture and Employment (ECE). During that time, the Respondent was required to report income in order to receive assistance. Evidence provided in the application to support the claim was a "Lease Amending Agreement" dated March 18, 2014. During the hearing, the Rental Officer questioned if the Applicant had the tenancy agreement to which the amending agreement corresponded. The Applicant testified they did not believe they had documents going back 20 years, they were only required to hold documents for 7 years for business purposes but would check. The Rental Officer requested tenancy documents as far back during the tenancy if possible.

The *Act* states a tenancy agreement may be oral, written or implied. Until such time as the signed tenancy agreement can be provided, the tenancy can be deemed to be an implied tenancy in accordance with the *Act*. The Applicant provided the same Lease Amending Agreement from the original application, therefore the Rental Officer deemed the tenancy to be an oral or implied tenancy in place in accordance with subsection 9(2) of the *Act*.

#### *Arrears*

The Applicant entered into evidence a statement of transactions that was not in line with amounts requested in the application. The Rental Officer and the Applicant went through the transactions to show how they got to the balance requested. As the hearing was adjourned *Sine Die*, the Rental Officer requested a lease balance statement showing when payments were and were not made.

The lease balance statement provided upon request and entered into evidence represents the Landlord's accounting of the monthly assessed rents and payment made against the Respondent's rent account. The lease balance statement shows rent charge from January 1, 2021 to July 30, 2023 was \$1,650.00. From August 1, 2023 to July 30, 2024 the rent charge is \$1,950.00 and the last time the Respondent was not in arrears was August 2, 2023.

During the hearing, the Applicant testified they had a trust account for the Respondent and when in arrears, the Respondent agreed to place this against the arrears. This was shown by the payment against arrears on April 25, 2023.

The lease balance statement as of July 19, 2024, shows the Respondent having arrears of \$21,499.21 and has not made a payment towards rent since August 2023. In review and discussion during the hearing, a charge of \$150.00 from November 30, 2023 is placed against the rent account for the preparation of taxes as ECE would not provide rental assistance without knowing the Respondent's income.

The **\$150.00 charge for the taxes is denied** as it is not a rent charge or rental arrears and will be deducted from the lease statement balance. However, this does not mean the \$150.00 is not collectable, just not under the *Act*.

I am satisfied the updated lease balance statement accurately reflects the current status of rent account and I find the Respondent has rental arrears totalling \$21,349.21.

### *Other information*

During the hearing, the Applicant testified the Respondent had issues and is in need of assistance. The Applicant testified they had reached out politically with hopes of getting the Respondent the supports needed. This claim was supported by emails and letters.

### *Termination of the tenancy agreement and eviction*

As part of the application, the Applicant entered into evidence a March 5, 2024 letter presented to and signed by the Respondent regarding Notice of Eviction. The letter stated the Respondent had accrued arrears and that the tenant had 6 days to pay them in full. If the Respondent failed to pay the rent within the six days, the tenancy would be forfeited (March 11, 2024).

The Rental Officer discussed the issue with the Applicant regarding the "Notice of Eviction", and informed they cannot evict a tenant, the Rental Officer orders the eviction and the Sheriff carries it out. The Rental Officer also pointed out a notice of termination and referred them to section 54 of the Act. Upon clarification, the Applicant acknowledged they would like a termination of the tenancy.

In discussion with the Rental Officer, the Applicant pointed out they have been supportive of the Applicant and his needs and were also willing to enter into a conditional termination.

In light of the Respondent's repeated failure to pay rent when required, and the amount of accumulated rental arrears, I am satisfied the termination of tenancy agreement and eviction are justified. In agreement with the Applicant, the termination of the tenancy and eviction will be conditional.

### *Order*

- requiring the Respondent to pay rental arrears in the amount of \$21,349.21 (p.41(4)(a));
- requiring the Respondent to pay future rent on time (p.41(4)(b));
- terminating the tenancy:
  - (a) August 31, 2024, unless there is \$4,269.84 paid towards the arrears and the monthly rent for August is paid in full;
  - (b) September 30, 2024, unless \$4,269.84 is paid towards the arrears and the monthly rent for August is paid in full and on time;

- (c) October 31, 2024, unless \$4,269.84 is paid towards the arrears and the monthly rent for September is paid in full and on time;
  - (d) November 30, 2024, unless \$4,269.84 is paid towards the arrears and the monthly rent for October is paid in full and on time;
  - (e) December 31, 2024, unless \$4,269.85 is paid towards the arrears and the monthly rent for November is paid in full and on time (p.41(4)(c), ss. 83(2)).
- evicting the respondents from the rental premises:
    - (a) September 1, 2024, if the termination of the tenancy becomes effective August 31, 2024;
    - (b) October 1, 2024, if the termination of the tenancy becomes effective September 30, 2024;
    - (c) November 1, 2024, if the termination of the tenancy becomes effective October 31, 2024;
    - (d) December 1, 2024, if the termination of the tenancy becomes effective November 30, 2024; and
    - (e) January 1, 2025, if the termination of the tenancy becomes effective December 31, 2024 (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer