

IN THE MATTER between **HNT**, Applicant, and **MP**, 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 **hamlet of Tuktoyaktuk in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MP**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 2, 2024

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

**Appearances at Hearing:** DM, representing the Applicant  
MP, representing the Respondent

**Date of Decision:** July 2, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against MP as the Respondent/Tenant was filed by the Rental Office May 8, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was served on the Respondent by personal service on May 28, 2024.

The Applicant alleged the Respondent had repeatedly failed to pay rent when due and had accumulated rental arrears. An order was sought for payment of rental arrears, payment of rent on time, and termination of the tenancy agreement. When the rental officer confirmed whether the style of cause was accurate as the request for termination was to be amended to include eviction, the Applicant's representative confirmed eviction was not being requested.

A hearing was scheduled for July 2, 2024, in Yellowknife by three-way-teleconference. DM appeared representing the Applicant. MP appeared representing the Respondent.

#### *Tenancy Agreement*

Evidence was establishing a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

#### *Previous Orders*

Rental Officer Order #20-7876, dated July 27, 2024, required the Respondent to pay rental arrears in the amount of \$13,728.00 and termination of the tenancy on August 31, 2004.

Rental Officer Order #20-14119, dated July 21, 2014, required the Respondent to pay rental arrears in the amount of \$1,275.00, pay future rent on time, and terminate the tenancy on September 30, 2014 if the rental arrears are not paid in full.

Rental Officer Order #17192, dated April 22, 2021, require the Respondent to pay rental arrears in the amount of \$2,950.00, pay future rent on time, pay the costs of repairs in the amount of \$44.32, conditional termination whereas the Respondent required to pay \$250.00 each month and to pay the subsidized rents for May, June and July 2021 on time and in full. And should the Respondent fail to adhere to the conditional termination, be evicted from the rental premises on August 1, 2021.

### *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 since July 1, 2013 to June 30, 2024. During the tenancy, the Respondent's rent varied based on the income subsidy received from the Landlord. The subsidized rent from July 2023 to June 2024 is calculated at \$140.00. From July 2023 to June 2024, the Respondent has missed or failed to pay the rent in full nine (9) times.

As of June 28, 2024, the lease balance statement indicates the Respondent currently has an arrears balance owing of \$13,365.00. In review of the lease balance statement it was noted, the Respondent did not adhere to the terms as set out in Rental Officer Order #17192. The Respondent paid the \$44.32 for the damages but only paid \$356.75 towards the arrears, leaving a balance of \$2,593.25 owing.

Taking into account the \$13,365.57 on the lease balance statement and removing the \$2,593.25 owed on Rental Officer Order #17192, the arrears balance owed is \$10,772.32.

I am satisfied the rent documents accurately reflect the current status of the Respondent's rent account and the historical pattern of behaviour throughout the tenancy. I find the Respondent has repeatedly failed to pay the rent when due and has failed to comply with a Rental Officer Order #17192.

### *Reporting household income*

The Applicant's representative testified the household income had not been reported by the occupants of the rental premises to calculate the rent from July 2024 through to June 2025. Section 6 of the written tenancy agreement requires the Tenant to report their total household income whenever, and as often as, the Landlord requests such a report. The Landlord requires their subsidized income on an annual basis. This income is used to calculate rent charged for the following year starting July.

The Applicant's representative testified an occupant in the household has not filed their taxes in order to properly calculate the rent and therefore the Landlord may determine the household income is at a level where maximum rent would be charged.

### *Termination of the tenancy*

In consideration of the Respondent's historical pattern of failing to pay rent on time and in full and the Respondent failure to comply with Rental Officer Order #17192, I am satisfied the Applicant's request for termination is justified. This being said, the Applicant's representative is willing to work with the Respondent to address the arrears and breach of section 6 of the written tenancy agreement.

### *Orders*

An order will be issued:

- requiring the Respondent to pay rental arrears in the amount of \$10,772.32 (p.41(4)(a), p. 84(2));
- requiring the Respondent to pay future rent on time (p.41(4)(b));
- requiring the Respondent to comply with their obligation to report house and not breach that obligation again (p 45(4)(a), p. 45(4)(b));
- terminate the tenancy:
  - (a) July 31, 2024, unless the rent is paid in full and at least \$100.00 is paid towards the arrears;
  - (b) August 31, 2024, unless the rent is paid in full and at least \$100.00 is paid towards the arrears;
  - (c) September 30, 2024, unless the rent is paid in full and at least \$100.00 is paid towards the arrears; and
  - (d) October 31, 2024, unless the rent is paid in full and at least \$100.00 is paid towards the arrears (p. 41(4)(c), ss. 83(2), ss. 84(2)).

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Jerry Vanhantsaeme  
Rental Officer