

IN THE MATTER between **HNT**, Applicant, and **DM and PM**, Respondents;

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 **designated authority of Wrigley in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**DM AND PM**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 29, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>GG, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>September 5, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against DM and PM as the Respondents/Tenants was filed by the Rental Office June 24, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Wrigley, Northwest Territories. The filed application was served on the Respondents by registered mail on July 4, 2024.

The Applicant alleged the Respondents have repeatedly failed to pay rent when due and in full and had accumulated rental arrears. An order was sought for the payment of rental arrears, termination of the tenancy, and eviction.

A hearing was scheduled for August 29, 2024, in Yellowknife by three-way teleconference. GG appeared representing the Applicant. The Respondents did not appear at the hearing, nor did anyone appear on their behalf. The Respondents were served notice of the hearing by registered mail on July 4, 2024. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the Residential Tenancies Act (Act). Due to the severity of the application, the hearing was adjourned *Sine Die* to allow the Applicant to provide supporting documents to the claim.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement for subsidized housing under the Supported Lease Program (SLP) commencing April 1, 2014. Under Housing NWT's programming, the SLP program was converted to the Homeownership Entry Level Program (HELP). I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #10-14929, filed July 18, 2016, required the Respondents to pay rental arrears in the amount of \$7,600.00, pay future rent on time, terminated the tenancy agreement on October 31, 2016, unless \$2,000.00 is paid towards the arrears and the monthly rents for August through October are paid on time and evicted the Respondents on November 1, 2016 should the tenancy be terminated.

Rental Officer Order #16012, filed April 10, 2018, required the Respondents to pay rental arrears in the amount of \$7,375.00, pay future rent on time, terminated the tenancy agreement on August 31, 2018 unless the rents for May through July are paid on time, and evicted the Respondents on September 1, 2018, should the tenancy be terminated.

#### *Rental arrears*

The lease balance statements entered into evidence by the Applicant represent the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. All rents have been subsidized and are assessed at \$375.00 per month. The lease balance statement also records the rental premises as a HELP unit.

During the hearing, the Rental Officer questioned why the lease balance statement and tenancy agreement dates did not match. The Applicant's representative testified the tenancy agreement provided was the only one on file and there has been no change of address for the tenancies.

The Rental Officer also questioned the two Rental Officer orders and whether they had been satisfied or if there are any balances remaining. The Applicant's representative testified Order #10-14929 had been satisfied and Order #16012 had a balance remaining. Upon request, the Applicant advised the balance remaining is \$1,445.67.

Entered into evidence was a letter sent to the Respondents with regards to entering into a repayment plan for the arrears. The Applicant's representative testified they had only one letter and did not talk to the Respondents directly but had sent them monthly invoices. Upon request, copies of invoices from January 2024 to August 2024 were provided. Documents provided were not invoices but statements of account. Associated tenant notes were also provided.

On August 28, 2024, an updated lease balance statement was entered into evidence showing the Respondents had not made a payment since the application had been made.

During the hearing, the Rental Officer also questioned the lease balance statement provided with the application as it contained multiple lease accounts and did not correspond with tenancy agreement provided. Upon request, on September 3, 2024, the Applicant's representative submitted the two lease balance statements that correspond to the tenancy agreement.

Lease account #4990 on the consolidated statement showed a zero balance. However, when sent as a separate document the rental account ran from April 1, 2014 to March 31, 2016, showed a balance owing in the amount of \$6,100.00. As this is not part of this application, a separate application would need to be made.

Lease account #7149 showed a balance statement on the consolidated and the separate statement showed a balance owing as of August 31, 2024, in the amount of \$20,679.91. When sent a separate document, the rent account started April 1, 2016 as a month-to-month. The review also showed the opening balance to be \$0.00.

In review of the 7149 statement, it shows a tenant damage charge from January 13, 2021 in the amount of \$1,209.99 and a payment towards the damages on May 21, 2021 in the amount of \$125.00, leaving a damage balance owing in the amount of \$1,084.99. The tenant damage amount is not deemed to be rental arrears and will be deducted from the arrears balance.

The arrears balance is calculated as follows:

Charge	
\$ 20,679.91	Arrears as of August 31, 2024
- \$ 1,445.67	Balance owed on outstanding RO \$16012
- \$ 1,084.99	Outstanding tenant damages
<b>\$ 18,149.25</b>	<b>Arrears balance</b>

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account. I find the Respondents have repeatedly failed to pay rent in full when due and have accumulated rental arrears in the amount of \$18,149.25. This amount represents over 48 months of rent.

*Termination of tenancy agreement and eviction*

Subsection 41(1) of the *Act* states: "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement".

In light of the Respondents' repeated failure to pay the rent in full when due and the substantial amount of rental arrears that have accumulated, and not adhering to a previous order to pay arrears and pay future rent on time, I am satisfied termination of the tenancy agreement and eviction is justified.

*Orders*

An order will be issued:

- requiring the Respondents to pay the Applicant rental arrears in the amount of \$18,149.25 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2024 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on November 1, 2024 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer