

IN THE MATTER between **HNT**, Applicant, and **LM and DM**, 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 **hamlet of Fort Providence in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**LM AND DM**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 18, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>MB, on behalf of the Applicant</b>
	<b>DM, on behalf of the Respondents</b>
<b><u>Date of Decision:</u></b>	<b>September 18, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against LM and DM as the Respondent/Tenants was filed by the Rental Office July 15, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondents on July 29, 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, pay future rent on time, termination of the tenancy, and eviction.

A hearing was scheduled for September 18, 2024, in Yellowknife by three-way teleconference. MB appeared representing the Applicant. DM appeared and confirmed they would be representing the Respondents. 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 provided establishing a tenancy agreement between the parties for subsidized public housing commencing November 1, 2019, and signed by the Applicant's representative and one of the Respondents. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental Arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account from the start of the tenancy. The statement indicated the Respondents calculated rent varied based on income and at the time of the application, the Respondents had accumulated rental arrears in the amount of \$3,662.50.

Entered into evidence were associated notes and letters detailing the Respondents arrears. According to an updated statement, the last time the Respondents were in a zero balance on the rent account was April 9, 2021. The statement also showed the Respondents' had made a large lump sum payment of \$1,000.00 towards their arrears on August 21, 2024, and the calculate rent had been reduced from \$150.00 from the last rent cycle to \$75.00 per month starting July 2024.

The Respondents did not dispute the accuracy of the Landlord's accounting, acknowledging the debt and accepting responsibility for it. The Respondents testified there was a change in the pension amount they were receiving and they also had a banking issue. They also testified they would like to move and want to pay off the arrears before moving and asked for 4 months to address this.

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 \$2,887.50.

*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, I am satisfied termination of the tenancy agreement and eviction is justified. Upon agreement with the Applicant's representative, a conditional termination of the tenancy agreement and eviction would be appropriate.

*Order*

An order will be issued:

- requiring the Respondents to pay rental arrears in the amount of \$3,075.50 (p.41(4)(a));
- requiring the Respondents to pay future rent on time (p.41(4)(b));
- terminating the tenancy agreement on December 31, 2024, unless the rental arrears are paid in full and the monthly subsidized rents for October to December 2024 are paid in full. (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondents from the rental premises on January 1, 2025, if termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer