

IN THE MATTER between **HNT**, Applicant, and **JS**, 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 **K'atlodeeche First Nation in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**JS**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 12, 2024</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>EN, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 13, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against JS as the Respondent/Tenant was filed by the Rental Office October 7, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in K'atlodeeche First Nation, Northwest Territories. The filed application was served on the Respondent by registered mail on October 16, 2024 and by email and deemed served on October 19, 2024.

The Applicant alleges the Respondent failed to pay rent in full and on time and accumulated rental arrears and has failed to report income in accordance with the tenancy agreement. An order was sought for arrears, reporting income, termination of the tenancy agreement, and eviction.

A hearing was scheduled for November 12, 2024, by three-way teleconference. EN appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence as provided for in subsection 80(2) of the Residential Tenancies Act. At the hearing, I reserved my decision for the Applicant to provide requested documentation and to further review the evidence and testimony.

#### *Tenancy agreement*

Evidence provided establishing a month-to-month tenancy agreement for subsidized housing commencing June 27, 2023. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the *Act*.

#### *Previous orders*

Rental Officer Order # 18121, dated January 17, 2024, required the Respondent to pay \$192.60 in rental arrears.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

*Arrears and reporting of income*

The lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Respondent's rental account. The statement indicated from July 1, 2024 to September 30, 2024, the monthly rent was \$75.00 and on October 1, 2024 the rent had increased to the market rent rate of \$1,545.00. The statement also indicated the last time the Tenant was in a zero or positive balance on the rent was September 12, 2024. At the time of the application, the Tenant has accumulated \$1,545.00 in rental arrears.

Entered into evidence was the Landlord's statement of facts, rent calculation sheet, rent statement and letter to the Tenant, income verification information, and associated notes.

The Rental Officer questioned why the rent had increased from \$75.00 to \$1,545.00 when the Landlord typically rent based on the reporting of income in July of the year. The Landlord's representative testified the Tenant had lost their home in a wild fire. The Landlord allowed the previous income to carry over for three months allowing the Tenant time to file taxes for the rent to be calculated, which had not been done.

The Landlord also stated the Tenant had made two payments in November 2024 towards the rent for a total of \$150.00. Upon request, an updated lease balance statement was provided showing the arrears had increased.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant has repeated failed to pay rent in full when due and as of November 12, 2024 accumulated rental arrears in the amount of \$2,940.00.

*Termination of the 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".

The Tenant's 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. It is also noted the Tenant has breached their obligation to report household income in accordance paragraph 6 of the tenancy agreement. In agreement with the Landlord, a conditional termination of the tenancy agreement and eviction would be appropriate.

### *Orders*

An order will be issued:

- requiring the Respondent to pay to the Applicant rental arrears in the amount of \$2,940.00 (p. 41(4)(a));
- requiring the Respondent to pay future rent on time (p. 41(4)(b));
- requiring the Respondent to comply with their obligation to report household income in accordance with paragraph 6 of the written tenancy agreement, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement on December 31, 2024 unless the household income is reported to the Landlord, the arrears are paid in full, and the monthly income for December is paid in full (p. 41(4)(c), p. 45(4)(e), ss 83(2)); and
- evicting the Respondent from the rental premises on January 1, 2025, should the tenancy be terminated (p. 63(4)(a), ss 83(2)).

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Jerry Vanhantsaeme  
Rental Officer