

IN THE MATTER between **HNT**, Applicant, and **CL**, 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:

**HNT**

Applicant/Landlord

-and-

**CL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 21, 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>KL, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 21, 2024</b>

### **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against CL as the Respondent/Tenant was filed by the Rental Office October 16, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on October 23, 2024.

The Applicant alleged the Respondent had breached a previous Rental Officer Order by failing pay future rent on time. The Respondent continually failed to pay rent in full and on time resulting in the accumulation of rental arrears. An order was sought for rental arrears, pay rent on time in the future, conditional termination of the tenancy agreement, and eviction.

A hearing was held November 21, 2024, by three-way teleconference. EN and KL appeared representing the Applicant. The Respondent was personally served notice of the hearing on October 23, 2024. The Respondent did not appear, nor did anybody on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision to further review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The tenancy agreement was signed by all parties.

Schedule A of the tenancy agreement along with the first page typically identifies the address of the rental premises. Schedule A and the first page were not in alignment with respect to the address. However, the first page of the tenancy agreement noted the address in the application and was initialled by the Respondent and a representative for the Applicant.

I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

#### *Previous orders*

Rental Officer Order #10-14143, issued July 18, 2014, for payment of \$683.36 in rental arrears in minimum monthly installments of \$75.00 starting August 2014 and each month thereafter until the rental arrears were paid in full.

Rental Officer Order #16419, issued June 12, 2019, required the Respondent to pay their rent on time in the future.

Rental Officer Order # 17425, dated December 17, 2021, required the Respondent to pay \$9,301.03 in rental arrears, pay rent on time in the future, comply with their obligation to report household income in accordance with section 6 of the tenancy agreement and not breach that obligation again and termination the tenancy agreement on March 31, 2022 unless the income of an occupant is reported to the Applicant and the subsidized rental arrears are paid in full and the monthly rents for January, February and March are paid on time.

Rental Officer Order #18147, dated March 1, 2024, required the Respondent to pay \$1,567.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on May 31, 2024, unless the rental arrears were paid in full and the monthly subsidized rents for March, April and May are paid on time, and should the tenancy be terminated, evict the Respondent from the rental premises on June 1, 2024.

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

#### *Breach of Rental Officer Order*

In the application, the Landlord's representative claims the Tenant breached the terms of Rental Officer Order #18147 by failing to maintain their obligation to pay future rent on time. In review of the lease balance statement, it was noted the Tenant breached the Order by failing to the arrears in full and the monthly rents for March and April 2024. They did however pay the rent for May and in June 2024 a lump sum pay of \$1,700.00 towards the arrears and missed months rent. As the Landlord did not enforce the breach of the Order and evict the Tenant, I am satisfied the Landlord reinstated the tenancy.

#### *Rental arrears*

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the Tenant's calculated rent varied based on income, the last time the Tenant was in a zero or positive balance on the rent account was July 26, 2022.

At the time of the application, the monthly rent charge was \$80.00 and the Tenant accumulated rental arrears in the amount of \$347.00. The statement also indicated August 12, 2024 as the last payment date. Based on the rent charge, the \$347.00 equates to more than 4.25 months of unpaid rent. Entered into evidence were letters to the Tenant, account statements, and associated notes regarding the rent account.

An updated lease balance statement dated November 18, 2024, was provided and showed the Tenant had not made any new payments towards the rent or arrears and the balance owing increased to \$427.00, equating to more than 5.25 months of unpaid rent.

The Rental Officer questioned and was informed that Rental Officer Order #18147 had been satisfied and therefore no balance remaining on the Order.

I am satisfied the updated lease balance statement accurately reflects the current status of rent account. I find the Tenant has arrears totalling \$427.00.

*Termination of the tenancy agreement and eviction*

In consideration the Landlord's testimony and evidence presented, and Tenant's historical pattern of breaching the terms of their tenancy agreement by failing to pay rent in full and the accumulation of rental arrears, I am satisfied that the Applicant's request for termination of the tenancy agreement and eviction is justified. I am satisfied that the proposed conditional termination and eviction order is reasonable and justified.

*Orders*

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$427.00 (p. 41(4)(a));
- requiring the Tenant to pay rent on time in the future (p. 41(4)(b)); and
- terminating the tenancy agreement on December 31, 2024, unless the rental arrears of \$427.00 is paid in full and the monthly rent for December 2024 is paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on January 1, 2025, should the tenancy be terminated on December 31, 2024 (p. 63(4)(a), ss.83(2)).

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Jerry Vanhantsaeme  
Rental Officer