

IN THE MATTER between **HNT**, Applicant, and **ENK and GK**, 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 **self government of Deline in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

ENK AND GK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 14, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DT, representing the Applicant
<u>Date of Decision:</u>	January 17, 2025

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against ENK and GK as the Respondents/Tenants was filed by the Rental Office November 18, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Deline, Northwest Territories. The filed application was personally served on the Respondents on December 9, 2024.

The Applicant alleged the Respondents has failed to pay rent on time and in full resulting in the accumulation of rental arrears. An order was sought for payment of the rental arrears and pay future rent on time.

A hearing was scheduled for January 14, 2025, by three-way teleconference. DT appeared representing the Applicant. The Respondents failed to appear, nor did anyone appear on their behalf. The hearing proceeded in their absence as provided for under subsection 80(2) of the Act. I reserved my decision to for the Applicant to provided notice letters, updated account statement and to further review the evidence and testimony.

Tenancy Agreement

Evidence presented established a residential tenancy agreement for subsidized housing under the Homeownership Entry Level Program (HELP) commencing April 1, 2016. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

From this point forward the Applicant/Landlord will be known as the Landlord and the Respondents/Tenants will be known as the Tenants.

Rental Arrears

The lease balance statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Tenants' rent account. The statement indicated the monthly rent charge from the start of the tenancy was \$300. The last time the Tenants was at a zero or positive balance in the rent was August 24, 2022.

The statement entered into evidence as part of the application indicated as of October 16, 2024, the Tenants had an arrears balance of \$500.00.

During the hearing, the Landlord's representative testified they had been providing first notices for rental arrears but did not include them in the application package. The Rental Officer questioned why notices were not provided. The Landlord's representative did not provide sufficient reasoning for not including the notices as part of the application.

The Rental Officer also questioned and was advised the Tenants made a \$1,000.00 payment on December 17, 2025 towards the rent and arrears, January 2025 rent had not been paid, and the arrears balance was reduced to \$400.00.

In clarification to the notices and current balance, the Rental Officer requested and was provided an updated lease balance statement and copies of the notices for the past 12 months. In total, there were 9 notices for arrears provided to the Tenants in the past 12 months.

I am satisfied the updated lease balance statement accurately reflects the current status of the Tenants' rent account. I find the Tenants repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$400.00.

Order

- requiring the Tenants to pay rental arrears in the amount of \$400.00 (p.41(4)(a));
- requiring the Tenants to pay future rent on time (p.41(4)(b));

Jerry Vanhantsaeme
Rental Officer