

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

BETWEEN:

HNT

Applicant/Landlord

-and-

NM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 12, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DT, representing the Applicant
NM, representing the Respondent

Date of Decision: February 21, 2025

REASONS FOR DECISION

An application to a rental officer made by DHA on behalf of HNT as the Applicant/Landlord against NM as the Respondent/Tenant 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 Served on the Respondent by Personal Service on December 20, 2024.

The Applicant alleged the Respondent 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, pay future rent on time, termination of the tenancy agreement and eviction.

A hearing was scheduled for January 9, 2025, both parties failed to appear. A first fail to appear notice was sent to the Applicant for which they replied requesting a hearing to be rescheduled. The request to reschedule was granted.

The hearing was rescheduled and held on February 12, 2025, by three way teleconference. DT appeared representing the Applicant. NM appeared representing the Respondent. I reserved my decision for the Applicant to provided information requested and to review the evidence and testimony.

Tenancy Agreement

Evidence was provided establishing a month-to-month tenancy agreement for subsidized public housing commencing April 1, 2012. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the *Act*.

Previous order

Rental Officer Order #16458, dated June 10, 2019, requiring the Respondent to pay \$640.00 in rental arrears, pay future rent on time, terminate the tenancy agreement August 31, 2019, unless the rental arrears are paid in full and the monthly subsidized rents for June, July and August are paid on time, and should the tenancy agreement be terminated, evicting the Respondent from the rental premises on or after September 19, 2019.

Rental Officer Order #18013, dated August 3, 2023, requiring the Respondent to pay \$1,050.00 in rental arrears, pay future rent on time, terminate the tenancy agreement August 18, 2023 unless the arrears have been paid in full and should the tenancy agreement be terminated, evicting the Respondent from the rental premises on August 19, 2023.

Rental Arrears

The Lease Balance Statement entered into evidence represents the Landlords's accounting of the monthly assessed rents and payments made against the Respondent's rent account. The statement indicated the monthly rent charge varied based on household income. The last time the Respondent was at a zero or positive balance in the rent was March 8, 2022. At the time of the application the calculated monthly rent was \$325.00. The statement also indicated damage payments for a total of \$1,500.00. The Statement did not contain any damage charges.

The Applicant's representative testified they provided first notices to the Respondent but had not included them into the Application package. They also testified the Respondent had not made any payments toward their rent since July 2024.

The Respondent did not dispute the claim. They testified they were injured last year and unable to work since then and that was their reasoning for not paying.

The Rental Officer pointed out to the Respondent their responsibility to pay rent. The Rental Officer questioned if they visited the Applicants office to request a rent reassessment. The Responded advised they would do so immediately.

The Rental Officer also questioned the Applicant's representative regarding the tenant damage payments on the statement, when there was no damages recorded. The Representative pointed to a damage claim on April 1, 2012. The Rental Officer pointed to the zero balance on Mar 8, 2022. The Applicant's representative acknowledged the error and would adjust the statement to correctly reflect the payments.

To clarify the notices; corrections to the rent account and balance owed, the Rental Officer requested an updated statement along with copies of the notices. The Applicant's representative committed to sending the documents but **failed to do so**.

As the corrected and updated statement was not provided, I can only confirm the arrears as being \$1,240.00.

I am satisfied the lease balance statement accurately reflected the status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$1,240.00.

Termination of the tenancy agreement and eviction

In consideration the Landlord's testimony and evidence presented, and Respondent'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 the Applicant's request for termination of the tenancy agreement and eviction is justified. In agreeance with the Applicant's representative, I find a conditional termination and eviction order to be reasonable.

Orders

- requiring the Respondent to pay to the Landlord rental arrears in the amount of \$1,240.00 (p. 41(4)(a));
- requiring the Respondent to pay future rent in full (p. 41(4)(b)); and
- Terminating the tenancy agreement:
 - (a) March 31, 2025, unless \$400.00 is paid towards the arrears and the monthly rent for March is paid in full;
 - (b) April 30, 2025, unless \$420.00 is paid towards the arrears and the monthly rent for April is paid in full; and
 - (c) May 31, 2025, unless \$420.00 is paid towards the arrears and the monthly rent for March is paid in full (p. 41(4)(c) and ss. 83(2)).
- evicting the Tenant from the rental premises:
 - (a) April 1, 2025, if the termination of the tenancy agreement becomes effective March 31, 2025;
 - (b) May 1, 2025, if the termination of the tenancy agreement becomes effective April 30, 2025; and
 - (c) June 1, 2025 if the termination of the tenancy agreement becomes effective May 31, 2025. (p. 63(4)(a), ss.(83(2))).

Jerry Vanhantsaeme
Rental Officer