

IN THE MATTER between **HNT**, Applicant, and **KL**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**KL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 11, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant</b>
	<b>KL, representing the Respondent</b>
<b><u>Date of Decision:</u></b>	<b>February 12, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against KL as the Respondent/Tenant was filed by the Rental Office January 8, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent January 16, 2025.

The Applicant alleged the Respondent breached previous Rental Officer Orders as they failed to pay rent in full and on time resulting in the accumulation of rental arrears. An order was sought for payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was held February 11, 2025, by three-way teleconference. PS appeared representing the Applicant. KL appeared representing the Respondent. I reserved my decision to allow for the Applicant to provide documentation requested by the Rental Officer and to the Respondent and to further review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing September 15, 2017. The tenancy agreement was signed by the Landlord's representative.

Subsection 9(4) of the *Act*, states a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

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

#### *Previous orders*

Rental Officer Order #16425, dated April 29, 2019, requiring the Respondent to pay \$4,739.84 in rental arrears, pay future rent on time, terminated the tenancy agreement July 31, 2019 unless the arrears are paid in full and the monthly rents from April through July are paid on time and should the tenancy be terminated, evicting the Respondent on or after August 1, 2019.

Rental Officer Order #17092, dated January 6, 2021, required the Respondent to pay \$1,040.00 in rental arrears, pay future rent on time, comply with their obligation to maintain the utility account in accordance with the tenancy agreement and not breach that obligation again. Pay to the Landlord the losses suffered as a direct result of failing to maintain the electricity account for the rental premises in the amount of \$2,236.49. Pay to the Applicant costs of repairs and cleaning in the amount of \$3,054.98. Terminate the tenancy agreement on March 31, 2021, unless the total arrears of \$6,331.47 is paid in full and the monthly subsidized rents for January through March are paid on time, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on or after April 1, 2021.

.../3

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 a Rental Officer Order by failing to maintain their obligation to pay future rent on time. The Landlord provided lease balance statement starting October 2021. 10-months after the last Rental Officer Order was issued on January 6, 2021. It was noted the Tenant had a zero balance as of October 28, 2021. Upon request, the Landlord's representative confirmed the Rental Officer Order had been satisfied.

As the Landlord did not enforce the eviction, the fact the Order had been satisfied and there were four years between the Order being issued and the current application, the tenancy was reinstated.

*10 Day - Termination notice*

The application packaged contained a "10-Day Lease Termination Notice" dated October 16, 2024 from the Landlord to Tenant regarding rental arrears. The Rental Officer questioned service of the "Termination Notice". The Landlord's representative testified the notice was personally served. Receipt of the notice was acknowledged by the Tenant.

After being served notice for the termination of the tenancy, the Tenant failed to vacate the rental premises on the date specified on the notice. The Landlord did not file an application for eviction for more than two months past the time noted on the notice. I am satisfied the tenancy was reinstated.

*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 October 28, 2021.

At the time of the application, the monthly rent charge was \$80.00 and the Tenant accumulated \$1,557.93 in rental arrears. The statement also indicated a damage charge in April 2022 in the amount of \$65.93. The Tenant made payments to cover the damage charge. The last payment made was a partial payment towards rent on November 29, 2024. Based on the rent charge, the \$1,557.93 arrears balance equates to more than 19 months of unpaid rent. Entered into evidence were letters to the Tenant, account statements, and associated notes regarding the rent account. The Rental Officer questioned on how statements were provide, both parties acknowledged statements were provided by personal service.

On February 10, 2025, an updated statement was provided. The statement indicated the Tenant had not made rent payments for either January or February 2025. The statement also noted two "Tenant Damage" charges in relation to a load limiter being placed on the rental premises. The total cost of these charges was \$341.25. As no amendment to the application was made in advance of the hearing,

the \$341.25 charges were not taken into account.

.../4

The Tenant did not dispute the arrears. The Tenant stated the reasons for rent not being paid was due to work and they have had issues with the rental assistance provider, they do their monthly reports as required. They also stated they are waiting for a letter to have a child removed from the lease so rental assistance can pay everything. The Landlord's representative responded advising the child had been removed from the tenancy agreement as requested, the removal would not affect the rent as the rent charged is at the lowest rate and the rental assistance provider has been making the payments for them. The Landlord's representative also stated when income is reported to the rental assistance provider, they get the benefit of having their rent paid. The Tenant stated the rent is affected when the child is on the lease as they are required to report income. The child needs to be removed to allow the rental assistance provider to pay the rent. The Tenant also stated the rental assistance provider is always behind due to staffing and they always get a new worker.

The Rental Officer questioned how the account statements were provided. The Landlord's representative stated they were delivered to the Tenants. The Tenant agreed and stated when they receive them, they are given to the rental assistance provider.

The Rental Officer questioned why the rent calculation on the application and the update were shown differently even though the total was not. The Landlord's representative testified it was due to the removal of the child from the lease. The Tenant agreed, but had asked the Landlord to provide notice of the change to the rental assistance provider. The Landlord's representative testified, when the change is done, a copy is provided to the Tenant and it is their responsibility to report. The Tenant claimed they never received a copy of the change. The Landlord did report the change of occupancy to the rental assistance provider.

The Tenant was advised and acknowledged they maintain responsibility to ensure household income is reported.

Upon request, a copy of the change of occupancy to the tenancy agreement and an updated lease balance statement of claim was provided. After removing the charges for the load limiter, the tenant accumulated \$1,637.93 in rental arrears, equating to more than 20 months of unpaid rent.

I am satisfied the lease ledger accurately reflects the current status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and has accumulated rental arrears in the amount of \$1,637.93.

#### *Termination of the tenancy agreement and eviction*

Based on the evidence and testimony, the Tenant has shown a history of not maintaining their rent account, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. However, as the Tenant acknowledged their responsibility for the arrears, a conditional order for termination and eviction will be issued.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$1,637.93 (p.41(4)(a));
- requiring the Respondent to pay future rent in full (p. 41(4)(b));
- Terminating the tenancy agreement:
  - (a) February 28, 2025, unless \$250.00 is paid towards the rental arrears;
  - (b) March 31, 2025, unless \$693.96 is paid towards the rental arrears and the monthly rent for March is paid in full; or
  - (c) April 30, 2025, unless \$693.97 is paid in towards the rental arrears and the monthly rent for April is paid in full (p. 41(4)(c), ss. 83(2));
- Evicting the Respondent from the rental premises:
  - (a) March 1, 2025, if termination of the tenancy agreement becomes effective February 28, 2025;
  - (b) April 1, 2025, if termination of the tenancy agreement becomes effective March 31, 2025; or
  - (c) May 1, 2025, if termination of the tenancy agreement becomes effective May 1, 2025 (p. 63(4)(a), ss. 83(2)).

---

Jerry Vanhantsaeme  
Rental Officer