

IN THE MATTER between **HNT**, Applicant, and **KM and SL**, 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 Behchoko in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

KM AND SL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 2, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant
KM, representing the Respondents

Date of Decision: April 2, 2025

REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against KM and SL as the Respondents/Tenants was filed by the Rental Office Feb 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondents on March 4, 2025.

The Applicant alleged the Respondents failed to pay rent on time and in full resulting in the accumulation of rental arrears. An order was sought to pay arrears, pay future rent on time, conditional termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 2, 2025, in Yellowknife by three-way teleconference. TM and LE appeared representing the Applicant. KM appeared representing the Respondents. Based on evidence and testimony, I issued an oral order.

Tenancy Agreement

Evidence was provided establishing a tenancy agreement between the parties for subsidized public housing, commencing March 24, 2022, and 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 is known as the Landlord and the Respondents as the Tenants.

Rental arrears

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 lease balance statement entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenants' rental account from the start of the tenancy. The statement indicated the Tenants' calculated rent is fully subsidized and their rent is \$75.00 per month and the last time the Tenants were in a zero or positive balance was May 21, 2024, which was also the last payment date. The statement also indicated at the time of the application, the Tenants accumulated \$675.00 in rental arrears, equating to 9 months of unpaid rent.

Entered into evidence to support the Landlord's claim was a lease balance statement, accounting documents, rent statements, and multiple notices sent to the Tenants regarding arrears.

On March 31, 2025, the Landlord provided an updated statement showing the Tenants paid 680.00 towards March rent and arrears, leaving a balance owing in the amount of \$70.00.

The Landlord claims the Tenants have addressed the majority of the arrears but historically does not pay on time.

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The Tenant did not dispute the Landlord's claim. The Tenants stated they were living alone with their children and there are financial challenges. The Tenants stated they used their child tax credit to pay the rent. The Tenants confirmed they had been contact with a rent support provider. The Tenants also stated the second Tenant's family member was to pay the rent. The Tenant acknowledged it is their responsibility to pay rent not that of the family member.

The Rental Officer questioned the location of the second tenant. The Tenant in attendance advised the second tenant had been incarcerated since December.

I find the Tenants repeatedly failed to pay rent in full when due, accumulating rental arrears in the amount of \$70.00.

Termination of the tenancy agreement and eviction

Subsection 41(1) A tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

Based on evidence and testimony, the Tenants have shown a history of not maintaining their rent account in accordance with their tenancy agreement and the Act. I am satisfied the Landlord's request for conditional termination of the tenancy agreement and eviction are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$70.00 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time (41(4)(b));
- terminating the tenancy agreement on June 30, 2025, unless the rental arrears are paid in full and the rents for April through June 2025 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenants from the rental premises on July 1, 2025, should the tenancy agreement be terminated on June 30, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Office