

IN THE MATTER between **HNT**, Applicant, and **MB**, 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 **Janice Laycock**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife, in the Northwest Territories;**

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 2, 2025

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PS, representing the Applicant

**Date of Decision:** April 2, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against MB as the Respondent/Tenant was filed by the Rental Office February 27, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent by email on March 3, 2025, and by registered mail deemed served on March 11, 2025.

The Applicant claimed the Respondent had repeatedly not paid their rent and had accrued rental arrears. They sought an order for the Respondent to pay rent owing, as well as termination of the tenancy agreement, and eviction.

A hearing was held on April 2, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear nor did anyone appear on their behalf. As sufficient notice of the hearing was provided to the Respondent, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Previous orders*

Previous Rental Officer Order file #17916, HNT v MB, was issued April 11, 2023, and required the Respondent to pay rental arrears in the amount of \$1,440, terminated the tenancy agreement on April 30, 2023, unless rental arrears of \$1,440 were paid in full. If the tenancy was terminated then the Respondent would be evicted on May 1, 2023. The order also required the Respondent to pay their rent on time in the future.

According to the Applicant, the Respondent paid \$1,200 on the rental arrears and the termination and eviction were not enforced. The Respondent currently owes a further \$240 on this order that can still be enforced.

Previous Rental Officer Order file #17213, NTHC v MB, was issued May 25, 2021, requiring the Respondent to pay rental arrears of \$482.14, pay costs of repairs and cleaning totalling \$1,319.50, pay costs for utilities totalling \$804.25, termination of the tenancy agreement on June 10, 2021 and eviction June 11, 2021.

According to the Applicant, the Respondent satisfied the order and their tenancy was reinstated.

### *Tenancy agreement*

According to the written tenancy agreement provided, as evidence, the tenancy for subsidized public housing commenced on June 17, 2016, and continued month to month. The subsidized rent is currently \$80 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Rental arrears*

The Applicant provided, as evidence, an updated lease balance statement dated April 1, 2025. This statement represents the Landlord's accounting of monthly rent charged and payments made against the rent account.

According to this statement, since the previous order was issued in April 2023, the Respondent has not paid their rent when due and has accrued arrears totalling \$992. This amount does not include the previously ordered amount still owing of \$240, or recent charges of \$68.25 to replace their key. I am satisfied the updated lease balance statement accurately reflects the current status of the Respondent's rental account and find they have rental arrears owing that can be ordered in the amount of \$992.

### *Termination and eviction*

According to the evidence and testimony provided by the Applicant, the Respondent has had rental arrears accruing since the last order was issued and has paid no rent since June 2024. Despite the Applicant sending regular statements, notices about the arrears, and a 10 Day Lease Termination Notice dated November 20, 2024 for termination of the tenancy on December 3, 2024, the Respondent has not vacated the rental premises and has made no attempts to deal with their arrears or pay rent.

I find the Respondent has repeatedly breached their obligations under the Act, previous Rental Officer Order and their tenancy agreement, and I am satisfied that termination of the tenancy agreement and eviction are justified. Considering that the Respondent is not complying with their previous order to pay rent on time, has paid no rent for the last 10 months and has not made any effort to address their arrears, the Applicant stated they were not willing to consider a conditional termination. The Applicant agreed to give them until the end of the month and I will order the tenancy to terminate on April 30, 2025, with eviction to follow on May 1, 2025.

*Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$992.00 (p. 41(4)(a));
- terminating the tenancy agreement on April 30, 2025, and requiring the Respondent to vacate the rental premises on that date (41(4)(c)); and
- evicting the Respondent from the rental premises on May 1, 2025 (63(4)(a)).

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Janice Laycock  
Rental Officer