

IN THE MATTER between **HNT**, Applicant, and **AD**, 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-

**AD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 7, 2025

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

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

AD, representing the Respondent

**Date of Decision:** April 7, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by YHA on behalf of HNT as the Applicant/Landlord against AD as the Respondent/Tenant was filed by the Rental Office March 10, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on March 22, 2025.

The Applicant alleged the Respondent failed to pay rent in full and on time resulting in the accumulation of rental arrears. An order was sought for payment of arrears, pay future rent in full, and termination of the tenancy. At the hearing, the Applicant withdrew the request for termination of the tenancy agreement.

A hearing was scheduled for April 7, 2025, by three-way teleconference. PS appeared representing the Applicant. AD appeared representing the Respondent. I reserved my decision for the Applicant to provide an updated statement of account and to review the evidence and testimony.

#### *Tenancy agreement*

Evidence provided established a tenancy agreement for subsidized public housing commencing April 1, 2012. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy was in place.

From this point forward the Applicant is known as the Landlord and the Respondent as the Tenant.

#### *Arrears*

The Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rent and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was February 1, 2024.

At the time of the application, the monthly rent charge was \$890.00 and the Tenant had accumulated \$5,649.03 in rental arrears, which equated to more than 6.25 months of unpaid rent. Entered into evidence were letters to the Tenant and account statements regarding the rent account. As a result of the rental arrears, on January 13, 2025, the Landlord issued a 30-day Termination notice under Subsection 51(5) of the Act.

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Subsection 51(5) of the Act allows the landlord of subsidized public housing to terminate a month-to-month tenancy by giving at least 30-days written notice. Notice under subsection 51(5) does not require an application to a rental officer for an order to terminate a tenancy, nor does it require a reason to terminate the tenancy. However, subsection 55(3) does require the landlord to give written notice to terminate the tenancy, including the reason for terminating the tenancy.

At the hearing, the Landlord's representative testified the Tenant had made numerous payments towards the rent and arrears, reducing the balance owing to \$2,890.00. The Landlord's representative stated as the Tenant was working to clear the account, they would withdraw the request for termination, but would like the Tenant to address the account within a reasonable time.

The Tenant did not dispute the claim and committed to address the arrears as they are now back to work.

The Landlord did not ask for a payment plan to be ordered.

Upon request, the Landlord provided the updated statement to support the claim for arrears. The updated statement shows the balance being reduced to \$2,890.00.

I am satisfied the lease balance statement 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 accumulated rental arrears in the amount of \$2,890.00.

#### *Orders*

An order will be issued

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$2,890.00 (p. 41(4)(a)); and
- requiring the Tenant to pay their rent on time in the future (p. 41(4)(b)).

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Jerry Vanhantsaeme  
Rental Officer