

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

KF

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

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 KF 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 23, 2025 and by registered mail and deemed served on March 28, 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 on time, termination of the tenancy agreement, and eviction.

A hearing was held April 7, 2025, by three-way teleconference. PS appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Respondent was served notice of the hearing by both email and registered mail and deemed served. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I gave an oral order granting the arrears and termination of the tenancy agreement and eviction with the dates to be provided in the reasons once determined.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing November 10, 2023. The tenancy agreement was 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 Respondent as the Tenant.

Rental arrears

The Landlord's representative testified the Tenant failed to pay rent on time since the start of the tenancy. Any payments made against the rent account were mainly from a rent assistance provider. The Landlord's representative stated the Tenant has not reached out to work with them after being given multiple notices of arrears. To support the Landlord's claim are the lease balance statement, multiple rent statements, and arrears notice letters. The Landlord also confirmed no payments were made since the application, which would cover March and April 2025.

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, and the last time the Tenant was in a zero or positive balance on the rent account was May 24, 2024. At the time of the application, the monthly rent charge was \$80.00 and the Tenant accumulated \$780.00 in rental arrears. The arrears amount equates to 9.75 months of unpaid subsidized rent.

While the Landlord's representative stated no payment has been made towards rent for April, I am not going to take into account April's rent as the Tenant may make their payment.

I am satisfied the lease balance statement accurately reflects the current 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 \$780.00.

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 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 are justified. When questioned, the Landlord's representative confirmed they did not want a conditional order for termination and eviction.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$780.00 (p.41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement between the parties on April 30, 2025 (p. 41(4)(c)); and
- evicting the Tenant from the rental premises on May 1, 2025 (p. 63(4)(a)).