

IN THE MATTER between **HNT**, Applicant, and **SM**, 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 **hamlet of Ulukhaktok in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

SM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 22, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MO, representing the Applicant

SK, representing the Applicant

SM, representing the Respondent

Date of Decision: April 23, 2025

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against SM as the Respondent/Tenant was filed by the Rental Office March 18, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Ulukhaktok, Northwest Territories. The filed application was personally served on the Respondent March 25, 2025.

The Applicant alleged the Respondent failed to pay rent on time and in full, 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 scheduled for April 22, 2025, by three-way teleconference. MO and SK appeared representing the Applicant. SM appeared representing the Respondent. I reserved my decision for the Applicant to provide a requested document and to better review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to month tenancy agreement for subsidized public housing commencing July 10, 2019. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Arrears

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.

The Landlord's representative testified the Tenant had failed to pay numerous months rent. The Landlord's representative stated when payments are made, they are often not for the full amount of rent, which results in the accumulation of arrears. The Landlord's representative also stated there was payments in the past couple months and the balance was reduced. The Landlord requested the Tenant arrange a payment plan they could follow.

To support the Landlord's claim was the lease balance statement, arrears letters and statements, signed payment plans, rent reports, and rent calculation sheets.

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 April 26, 2024. At the time of the application, the monthly rent charge was \$1,155.00 and the Tenant accumulated \$8,420.00 in rental arrears. The arrears amount equated to more than 9.25 months of unpaid subsidized rent.

The Tenant did not dispute the claim. The Tenant stated the office is not always open, which effects paying rent. They are also a single parent and responsible for paying bills on their own. The Tenant stated they have developed an aggressive payment plan for rent and arrears by paying \$600.00 weekly along with two payments of \$1,000.00 towards the arrears.

The Landlord's representative expressed concern for the payment plan amount and was willing to reduce to \$500.00 per week but the Tenant wished to remain at the higher amount. All parties were willing to have the Rental Officer determine the amount.

On April 23, 2025, the Landlord provided an updated statement showing payments had been made towards rent and arrears in March and April 2025 and the arrears had been reduced to \$7,775.00.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account and the Tenant had accumulated rental arrears in the amount of \$7,775.00.

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. However, did acknowledge responsibility for the arrears and desire to address the debt. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified. As the parties were in agreement to a monthly payment plan, a conditional order for termination of the tenancy agreement and eviction will issued.

Orders

An order will be issued:

- requiring the Tenant to pay the Landlord rental arrears in the amount of \$7,775.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b)).

- Terminating the tenancy agreement:
 - (a) May 31, 2025, unless \$800.00 is paid towards the rental arrears and the monthly rent for May is paid in full; and
 - (b) June 30, 2025, unless \$800.00 is paid towards the rental arrears and the monthly rent for June is paid in full; and
 - (c) July 31, 2025, unless \$800.00 is paid in towards the rental arrears and the monthly rent for July is paid in full;
 - (d) August 31, 2025, unless \$800.00 is paid in towards the rental arrears and the monthly rent for August is paid in full;
 - (e) September 30, 2025, unless \$800.00 is paid in towards the rental arrears and the monthly rent for September is paid in full;
 - (f) October 31, 2025, unless \$800.00 is paid in towards the rental arrears and the monthly rent for October is paid in full;
 - (g) November 3, 2025, unless \$800.00 is paid in towards the rental arrears and the monthly rent for November is paid in full;
 - (h) December 31, 2025, unless \$800.00 is paid in towards the rental arrears and the monthly rent for December is paid in full;
 - (i) January 31, 2026, unless \$800.00 is paid in towards the rental arrears and the monthly rent for January is paid in full; and
 - (j) February 28, 2026, unless \$575.00 is paid in towards the rental arrears and the monthly rent for February is paid in full (p. 41(4)(c), ss. 83(2)).
- Evicting the Tenant from the rental premises:
 - (a) June 1, 2025, if termination of the tenancy agreement becomes effective May 31, 2025;
 - (b) July 1, 2025, if termination of the tenancy agreement becomes effective June 30, 2025;
 - (c) August 1, 2025, if termination of the tenancy agreement becomes effective July 31, 2025;
 - (d) September 1, 2025, if termination of the tenancy agreement becomes effective August 31, 2025;

- (e) October 1, 2025, if termination of the tenancy agreement becomes effective September 30, 2025;
- (f) November 1, 2025, if termination of the tenancy agreement becomes effective October 31, 2025;
- (g) December 1, 2025, if termination of the tenancy agreement becomes effective November 30, 2025;
- (h) January 1, 2026, if termination of the tenancy agreement becomes effective December 31, 2025;
- (i) February 1, 2026, if termination of the tenancy agreement becomes effective January 31, 2026; and
- (j) March 1, 2026, if termination of the tenancy agreement becomes effective February 28, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer