

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

**DAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 23, 2025

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

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

SK, representing the Applicant

DAK, 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 DAK 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 served on the Respondent by registered mail on April 3, 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 and to pay future rent on time, as well as termination of the tenancy and eviction.

A hearing was scheduled for April 23, 2025, by three-way teleconference. MO and SK appeared representing the Applicant. DAK appeared representing the Respondent. I reserved my decision to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement between the parties starting May 3, 2011. The tenancy agreement was signed by all parties.

On September 7, 2022, a conditional termination of tenancy order was issued. The Tenant met the terms of the order as a result the tenancy was not terminated.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #20-13670, dated December 19, 2014, required the Respondent to pay \$13,011.43 in rental arrears, pay rent on time in the future and comply with their obligation to report household income in accordance with the tenancy agreement.

Rental Officer Order #17617, dated Sept 7, 2022 required the Respondent to pay \$13,360.00 in rental arrears, pay future rent on time, terminate the tenancy agreement November 30, 2022 unless the rent is paid on time and \$555.00 is paid towards the arrears each month for September, October and November 2022. And should the tenancy be terminated, evicted the Tenant from the rental premises on December 1, 2022.

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

### *Arrears*

Subsection 41(1) of the Act states “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 is not consistent in paying their rent on time and in full, resulting in accumulation of significant arrears.

To support the Landlord’s claim was the lease balance statement, arrears letters and statements, signed payment plan, rent reports, rent calculation sheets, and the last Rental Officer Order issued.

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 calculated rent varied based on income. The last time the Tenant was at a zero or positive balance on the rent account was February 1, 2020. At the time of the application, the monthly rent charge was \$1,445.00 and had accumulated \$17,710.00 in rental arrears. The arrears amount equated to more than 12.25 months of unpaid subsidized rent.

The Tenant did not dispute the claim. The Rental Officer requested and was advised the current arrears owed was \$17,900.00. The Landlord read into the record the payments made between the application and hearing date. The Tenant stated they missed work for health reasons and did not have leave credits available, cost of living in the community was high, and they have been helping family, but will make payments. The Tenant did request the ability for online banking. The Landlord advised they do not have that ability.

On April 23, 2025, an updated lease balance statement was provided. The statement showed the payments spoken to and the current balance owed.

The Landlord’s representative clarified the arrears owing included \$11,490.00 from the previous order and the actual newly accumulated arrears worked out to \$6,410.00.

I am satisfied the updated lease balance statement accurately reflects the Tenant’s rent account and the Tenant had accumulated rental arrears in the amount of \$6,410.00.

### *Termination of the tenancy agreement*

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. The parties were in agreement to a monthly payment plan but the Landlord’s representative expressed concerns. A conditional order for termination of the tenancy agreement and eviction will be issued.

### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$6,410.00 (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 \$1,602.50 is paid towards the rental arrear and the monthly rent for May is paid in full;
  - (b) June 30, 2025, unless \$1,602.50 is paid towards the rental arrear and the monthly rent for June is paid in full;
  - (c) July 31, 2025, unless \$1,602.50 is paid towards the rental arrear and the monthly rent for July is paid in full; or
  - (d) August 31, 2025, unless \$1,602.50 is paid towards the rental arrear and the monthly rent for August 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 (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer