

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

JB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 24, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MO, representing the Applicant
	SK, representing the Applicant
	JB, representing the Respondent
<u>Date of Decision:</u>	April 24, 2025

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against JB 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 and deemed served on April 5, 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 and in full, termination of the tenancy agreement, and eviction.

A hearing was scheduled for April 24, 2025, by three-way teleconference. MO and SK appeared representing the Applicant. The Respondent initially did not appear, but came into the hearing 10 minutes from the start time. JB appeared representing the Respondent. In the interest of Natural Justice, the hearing recommenced. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing April 1, 2012. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

Previous Orders

Rental Officer Order #15398, dated February 28, 2017, required the Respondent to pay \$14,947.00 in rental arrears, pay rent on time in the future, terminated the tenancy agreement on May 31, 2017, unless \$1,278.00 was paid towards the arrears and the rents for March, April and May are paid on time, and evicted the Respondent from the rental premises on June 1, 2017, should the tenancy be terminated.

Rental Officer Order #16551, dated July 17, 2019, required the Respondent to pay \$3,400.00 in rental arrears, terminated the tenancy agreement on September 1, 2019, unless the arrears are paid in full and the rents for August and September 2019 on or before that date, evicted the Respondent from the rental premises on September 2, 2019, should the tenancy be terminated.

Rental Officer Order #17400, dated November 18, 2021, required the Respondent to pay \$15,280.50 in rental arrears, terminated the tenancy agreement on January 15, 2022, and evicted the Respondent from the rental premises on January 16, 2019.

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

Rental arrears

The Landlord claims the Tenant failed to pay their rent as required under the tenancy agreement, resulting in the accumulation of rental arrears. To support the Landlord's claim entered into evidence is a lease balance statement, multiple arrears notice letters, and rent calculation sheets. The Landlord stated the issue of non-payment is not new and brought to the Rental Office before. The Landlord also noted the Tenant's employment recently changed from full time to part time.

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 29, 2024.

At the time of the application, the monthly rent charge was \$1,445.00 and the Tenant had accumulated \$12,137.19 in rental arrears which equated to 8.4 months of unpaid rent. The statement also showed the last recorded payment date was July 12, 2024. From the zero balance date, the Tenant missed or underpaid nine months rent and only paid one month in full.

The Tenant acknowledged the Landlord's claim. The Tenant claimed personal issues. They also stated rent was done through payroll deduction but later advised this would stop. The Tenant confirmed employment went from full time to part time in January.

On April 23, 2025, the Landlord provided an updated lease balance statement. The statement indicated the Tenant failed to pay March rent and only \$70.00 was paid for April 2025. As a result of the missed and under payment, the arrears had increased to \$14,957.19.

The Rental Officer questioned and the Landlord's representative stated they communicated to the Tenant regarding a possible rent adjustment, but the Tenant had not attended their office to complete the required paperwork. The Tenant acknowledged and committed attending the Landlord's office to complete the paperwork for a rent reassessment.

While the lease statement records the rent owing to be \$14,957.19, a rent reassessment could reduce the balance owing for January through April 2025, affecting a rent charge up to \$5,780.00. Therefore, I can only confirm the accurate balance to be \$9,247.19 as of December 31, 2024.

I find the Tenant repeatedly failed to pay rent in full when due. I am satisfied the lease statement accurately reflects the Tenant's rent account as of December 31, 2024, with rental arrears in the amount of \$9,247.19.

Termination of the tenancy agreement and evictions

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. However, the Tenant acknowledged responsibility for the arrears, 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 \$9,247.19 in minimum monthly installments of \$500.00 starting May 1, 2025 until the arrears are paid in full (p.41(4)(a), ss. 84(2));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on August 31, 2025, unless the minimum monthly installments of \$500.00 are paid towards the arrears and the rents for May through August are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on September 1, 2025, should the tenancy agreement between the parties be terminated on August 31, 2025 (p. 63(4)(a)), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer