

IN THE MATTER between **HNT**, Applicant, and **LK and RK**, Respondents;

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-

LK AND RK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 24, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MO, representing the Applicant
SK, representing the Applicant
LK, representing the Respondents
RK, representing the Respondents

Date of Decision: April 24, 2025

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against LK and RK as the Respondents/Tenants 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 on the Respondents on March 25, 2025.

The Applicant alleged the Respondents 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 scheduled for April 24, 2025, by three-way teleconference. MO and SK appeared representing the Applicant. LK and RK appeared representing the Respondents. I reserved my decision for the Applicant to provide an updated lease balance statement and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a residential tenancy agreement between the parties for subsidized public housing commencing July 6, 2023. The tenancy agreement was signed by the Landlord's representative and one of the Tenants.

Subsection 9(4) of the *Act*, states a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

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

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

Rental 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 lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenants' rent account. The statement indicated the Tenants' calculated rent varied based on income, the last time the Tenants were in a zero or positive balance on the rent account was March 5, 2024.

At the time of the application, the monthly rent charge was \$555.00 and the Tenants accumulated \$2,930.00 in rental arrears, equating to more than 5.25 months of unpaid rent. The statement showed the Tenants last payment was February 7, 2025 in the amount of \$70.00.

To support the Landlord's claim and entered into evidence as part of the application was a lease balance statement, rent calculation sheets, arrears letters, and statement provided to the Tenants.

The Landlord claims the Tenants failed to pay rent on time and in full resulting in the accumulation of rental arrears. The Landlord's representative testified the Tenants had made a payment just prior to the hearing. Upon request, a copy of the updated statement was provided. The Landlord stated the Tenants started working and they would accept a payment plan.

The Tenants acknowledged and did not dispute the Landlord's claim. One Tenant advised they recently started term employment and can pay rent and payments towards arrears.

The parties agreed to a payment plan.

The updated statement provided showed since application date and statement included with the application, the Tenants paid \$1,540.00 towards rent and arrears, reducing the balance owed to \$2,500.00.

I am satisfied the statement accurately reflects the current status of the Tenants' rent account. I find the Tenants repeated failed to pay rent in full when due and have accumulated rental arrears in the amount of \$2,500.00.

Termination of the tenancy agreement and evictions

Based on the evidence and testimony, the Tenants have 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 Tenants acknowledged responsibility for the arrears, and the parties agreed to a payment plan, a conditional order for termination and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$2,500.00 in minimum monthly installments of \$300.00 starting May 1, 2025, until the arrears are paid in full (p.41(4)(a), ss. 84(2));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on July 31, 2025, unless the minimum monthly installments of \$300.00 are paid towards the arrears and the rents for May through July 2025 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenants from the rental premises on August 1, 2025, should the tenancy agreement be terminated on July 31, 2025.

Jerry Vanhantsaeme

Rental Officer