

IN THE MATTER between **HNT**, Applicant, and **CJ and DK**, 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-

CJ AND DK

Respondents/Tenants

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
	CJ, representing the Respondents
<u>Date of Decision:</u>	April 25, 2025

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against CJ and DK 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 served on the Respondents on March 28, 2025.

The Applicant alleged the Respondents failed to pay rent in full and on time resulting in the accumulation of rental arrears, and had caused damages to the rental premise. An order was sought for payment of arrears, pay future rent on time, pay the cost of repairs, 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. CJ appeared representing the Respondents. I reserved my decision for the Applicant to provide requested documentation 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 1, 2016. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #16618 dated August 29, 2019, required the Respondents to pay \$2,251.55 in rental arrears, pay future rent on time, comply with their obligation to pay utilities and not breach that obligation again, terminated the tenancy agreement on November 30, 2019 unless the arrears are paid in full and the rents for September through November 2019 are paid on time and the Respondents comply with their obligation to pay utilities. Evicted the Respondents from the rental premises on December 1, 2019, should the tenancy agreement be terminated.

Rental Officer Order #17620, dated September 9, 2022, required the Respondents to pay \$4,230.04 in rental arrears in monthly installments of \$200.00 starting September 2022, pay future rent on time.

Rental Officer Order #18132, dated March 4, 2024, required the Respondents to pay rental \$2,275.00 in rental arrears, pay future rent on time, terminated the tenancy agreement on April 30, 2024, unless the rental arrears are paid in full and the monthly subsidized rents for February through March 2024 re paid on time, and should the tenancy be terminated, evicted the Respondents from the Rental Premises on May 1, 2024.

There were two other orders issued in 2014 (#20-13668 and #20-14275) and are related to a sole tenancy with CJ and are not relevant to this application.

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 last time the Tenant was in a zero or positive balance on the rent account was June 1, 2024.

At the time of the application, the monthly rent charge was \$325.00 and the Tenant had accumulated \$975.00 in rental arrears which equated to 3 months of unpaid rent. The statement also showed the last recorded payment date was December 13, 2025 for a payment of \$1,600.00.

The Landlord claims the Tenants have failed to pay rent and accumulated rental arrears. The Landlord stated the issue of non-payment is not new and the Tenants have been brought to a Rental Officer before. The Landlord's representative pointed to the payment history shown on the lease balance statement. They also stated when the rent was paid and brought to a zero balance was because an outside agency covered the arrears. The only other time payments were made was noted on the statement and showed a large number of months between payments. The Landlord's representative also testified no further payments were paid towards the rent account since the application was submitted.

To support the Landlord's claim and entered into evidence were a lease balance statement, rent calculation sheets, arrears letter, and statements provided to the Tenant.

The Tenants acknowledged and did not dispute the Landlord's claim. The Tenant stated they are only receiving a small amount of money to cover household income and the other Tenant has not been covering any of the costs. The Tenant also stated they were on medical leave for an extended period of time and when they visited the Landlord's office to make payments, the office was closed. The Tenant also read a note into the record left by the other Tenant. The Tenant stated the other Tenant is out of town for work and actively working to address their outstanding payments and committing to settling the arrears after they return.

The Rental Officer questioned and the Tenant acknowledged their responsibility to pay rent and what was owed for arrears.

On April 23, 2025, an updated statement was provided. The statement supported the Landlord's claim and showed the arrears had increased from \$975.00 to \$1,625.00.

I am satisfied the lease 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 \$1,625.00.

Damages

The Landlord claimed the Tenants' dog caused damages to the rental premise and was seeking payment for the damages. To support the Landlord's claim were photos and a letter sent to the Tenants regarding damages caused by the pet.

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant, and under subsection 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Rental Officer questioned the damages claimed. The Landlord referenced two charges on the lease balance statement but would be required to submit the invoices to support the claim. The Rental Officer pointed to a Tenant Damage payment which covered the costs being claimed and was addressed. The Landlord's representative acknowledged no further damages had occurred. The Landlord withdrew the claim for damages.

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 their responsibility to pay rent and the arrears they accumulated, 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 \$1,625.00 (p.41(4)(a));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on July 31, 2025, unless the rental arrears are paid in full and the monthly rents for May through July 2025 are paid in full (p. 41(4)(c), ss.83(2));
- 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