

IN THE MATTER between **HNT**, Applicant, and **AW**, 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 **town of Norman Wells in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

AW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 20, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MM, representing the Applicant

LW, representing the Applicant

SP, support for the Applicant

Date of Decision: May 20, 2025

REASONS FOR DECISION

An application to a rental officer made by NWHHA on behalf of HNT as the Applicant/Landlord against AW as the Respondent/Tenant was filed by the Rental Office March 4, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The filed application was served on the Respondent by email and deemed served on April 3, 2025.

The Applicant alleged the Respondent has failed to pay the security deposit and failed to pay rent on time and in full resulting in the accumulation of arrears. An order was sought for payment of the security deposit and rental arrears, pay future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 20, 2025, by three-way teleconference. MM and LW appeared representing the Applicant. SP appeared as support for the Applicant. The Respondent did not appear nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized public housing commencing August 1, 2022. The tenancy agreement was signed by all parties. 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 Respondent as the Tenant.

Security deposit

Subsection 14 of the Act allows a landlord to obtain a security deposit from a tenant an amount equal one months' rent.

Section 10 of the written tenancy agreement established the requirement of a security deposit for the rental premises. The Tenancy agreement did not contain an amount for the security deposit.

When questioned, the Landlord confirmed no payment had been received towards the security deposit. It was also noted the tenancy agreement there was no amount laid out for the security deposit but provided a date for payment. The Landlord's representative acknowledged the issue as it was found after the application had been made. The Landlord's representative requested the deposit to still be paid. The Rental Officer pointed to the Landlord the issue of requesting, the Landlord's representative stated the Landlord's policy on security deposits. The Rental Officer pointed to the policy as being the Landlord's not the Rental Office. The Landlord withdrew the claim for the security deposit.

Rental arrears

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord's representative testified the Tenant has failed to pay rent during the tenancy and the since the application the arrears had increased to \$8,680.00.

To support the Landlord's claim entered into evidence is the lease balance statement and associated notes.

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 was based on income. The statement indicated the last time the Tenant was at a zero or positive balance was June 9, 2023. At the time of the application, the monthly rent charge was \$610.00 and the arrears balance was \$5,225.00. At the current rent charge, the balance owed equates to more than 8.5 months of unpaid rent.

Upon request, an updated lease balance statement was provided. The updates statement showed the Tenant had not made any payments towards the arrears. While the Landlord stated the arrears were \$8,680.00, a review of the statement showed a difference in the testimony to the actual arrears \$7,055.00.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant accumulated rental arrears in the amount of \$7,055.00.

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenant's repeated non-payment of rent, and the amount of rental arrears accumulated, I am satisfied the request for termination of the tenancy agreement and eviction to be justified. As the Landlord had indicated through their request to pay future rent on time, a conditional termination and eviction order will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$7,055.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on:
 - (a) June 30, 2025, unless \$2,000.00 is paid towards the rental arrears and the rent for June 2025 is paid in full;
 - (b) July 31, 2025, unless \$2,527.50 is paid toward the rental arrears and the rent for July 2025 is paid in full; or
 - (c) August 31, 2025, unless \$2,527.50 is paid towards the rental arrears and the rent for August 2025 is paid in full (p. 41(4)(c), ss. 83(2)).
- evicting the Tenant from the rental premises on:
 - (a) July 1, 2025, should the tenancy be terminated on June 30, 2025;
 - (b) August 1, 2025, should the tenancy be terminated on July 31, 2025; or
 - (c) September 1, 2025, should the tenancy be terminated August 31, 2025.

Jerry Vanhantsaeme
Rental Officer