

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

JK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 15, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SK, representing the Applicant
	MO, representing the Applicant
<u>Date of Decision:</u>	May 16, 2025

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against JK 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 personally served on the Respondent March 25, 2025.

The Applicant alleged the Respondent failed to pay rent in full resulting in the accumulation of rental arrears. An order was sought for payment of arrears and to pay future rent on time.

A hearing was originally scheduled for April 21, 2025, upon request of the Applicant was rescheduled and took place on May 15, 2025, by three-way teleconference. SK and MO appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision for the Applicant to provide requested documentation and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement for subsidized public housing September 10, 2015 to June 30, 2019, after which continued as a month-to-month tenancy. 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 #17614, dated November 28, 2022, required the Tenant to pay \$22,004.69 in arrears, pay future rent on time, terminate the tenancy agreement between the parties on March 31, 2023 unless the arrears are paid in full and the rents for December 2022 and January through March 2023 are paid on time and evict the Respondent from the rental premises on April 1, 2023 should the tenancy be terminated.

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

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 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 rent is calculated based on income, and the last time the Tenant was at a zero balance was September 27, 2023. At the time of the application, the monthly rent charge was \$555.00 and the balance owing for unpaid rent was \$5,444.95, which equated to more than 9.75 months of unpaid rent.

To support the Landlord's claim entered into evidence are the lease balance statement, arrears notice letters, payment plan information, older lease balance statement and rent calculation information sheets, and other information. It was noted a portion of the evidence provided was dated prior to the last zero balance date.

Information prior to the zero balance date will not be taken into account due to age.

The Landlord's representative testified there was an error in the amount claimed as it included an amount from a joint tenancy rather than just the sole tenancy in the application. The correct claim amount should be \$4,779.97 as of May 15, 2025. The Landlord pointed to the lease balance statement and the fact the Tenant has not made any attempts to manage their rent account, as noted by payments only coming from a rental assistance provider. They also pointed to the only time the Tenant paid on their own accord was after being served with the application to a rental officer. They also stated they do not have any communications with the Tenant to resolve rent issues such as rent reassessments.

The Rental Officer questioned charges noted on the lease balance statement. The statement showed two payments in February 2024 which were applied to the joint tenancy. The Landlord's representative acknowledged the error as these charges should have been applied to the sole tenancy, not the joint tenancy. Upon request, the Landlord's representative adjusted the charges and provided an updated lease balance statement.

The updated lease balance statement provided indicated the arrears for the sole tenancy was \$4,639.97, which equated to more than 8.25 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the current status of the rent account and the historical pattern of behaviour throughout the tenancy. I find the Tenant has an outstanding rental arrears balance of \$4,639.97.

Termination of the tenancy agreement and eviction

In consideration of the evidence and testimony presented, I find the Tenant accumulated substantive rental arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified. As the Landlord's representative identified a 60 to 90 day time line for termination of the tenancy agreement and eviction, I am satisfied a conditional termination and eviction order is reasonable.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$4,639.97 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));

- terminating the tenancy agreement between the parties on August 31, 2025, unless the rental arrears are paid in full and the monthly rents for June, July, and August 2025 are paid in full; and
- evicting the Tenant from the rental premises should the tenancy agreement be terminated.

Jerry Vanhantsaeme
Rental Officer