

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

LO

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
	LO, representing the Respondent
	HO, witness the Respondent
<u>Date of Decision:</u>	May 15, 2025

REASONS FOR DECISION

An application to a rental officer made by UHA on behalf of HNT as the Applicant/Landlord against LO 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 on 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 on time, termination of the tenancy agreement and eviction.

A hearing was originally scheduled for April 21, 2025, upon request of the Applicant the hearing was rescheduled and took place on May 15, 2025, by three-way teleconference. SK and MO appeared representing the Applicant. LO appeared representing the Respondent. HO appeared as witness for the Respondent. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized public housing commencing April 1, 2012. 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 #16903, dated April 8, 2020, required the Respondent to pay \$2,574.99 in rental arrears, pay rent on time in the future, comply with their obligation to move from one unit to another in accordance with paragraph 3 of the tenancy agreement and terminate the tenancy agreement on June 30, 2020, unless: (a) the arrears are paid in full; (b) the monthly rents for April through June are paid on time; and (c) the Respondent moves as required.

Rental Officer Order #18130, dated January 25, 2024, required the Respondent to pay \$730.00 in rental arrears, pay rent on time in the future, report household income as specified by the Applicant, terminate the tenancy agreement on April 30, 2024 unless the arrears are paid in full, the \$140.00 subsidized rent is paid when due for February through April is paid and the Respondent has complied with their obligation to report household income.

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.

To support the Landlord's claim entered into evidence is the lease balance statement, letters, statements of account, and rent calculation information.

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 12, 2023. At the time of the application, the monthly rent charge was \$325.00 and the Tenant had accumulated \$5,170.00, equating to more than 15.75 months of unpaid rent.

Prior to the hearing, the Landlord provided an updated lease balance statement. The updated statement indicated \$1,080.00 was paid against the rent account by CRA remittance and another \$3,800.00 by the Tenant, leaving a \$1,615.00 balance owing. The balance owed equated to just under 5 months of unpaid rent.

The Landlord's representative testified after the Tenant had made significant payments in March where the majority of the arrears had been addressed but nothing afterwards. The Landlord's representative also pointed to the Tenant's history of non-payment of rent as shown by the statement and would like to ensure the tenant maintain their payments.

In response to the Landlord's claim, the Tenant stated they have not made payments due to employment and health issues and the Landlord is aware. The Tenant stated they do not have the income and cannot make payments for that reason and believe the Landlord is aware of the situation. They also stated documents were provided for rent reassessment due to unemployment. The Witness also stated they were working part time but had to resign and needed to wait for the Record of Employment (ROE) and provided it for rent assessment. The Witness also stated for a period of time they either work part time or was on Employment Insurance. They are also still waiting for the rent assessment to be completed.

The Rental Officer questioned and was advised Rental Officer Order #18130 had been satisfied.

When questioned the Landlord's representative stated the rent reassessment had been sent out at beginning of April but not heard back. They also noted they were not informed of the witness not working earlier. When questioned, the Landlord's representative stated the rent could be reduced as it was only assessed on the witness's income.

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 \$1,615.00.

Termination of the tenancy agreement and eviction

In consideration the Landlord's testimony and evidence presented, and Tenant's historical pattern of breaching the terms of their tenancy agreement by failing to pay rent in full and the accumulation of rental arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. However, as the Tenant has addressed a large portion of the arrears, a conditional termination of the tenancy agreement 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 \$1,615.00 (p. 41(4)(a));
- requiring the Tenant to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement between the parties on August 31, 2025, unless the rental arrears of \$1,615.00 is paid in full and the monthly rents for June, July, and August 2025 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from rental premises on September 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer