

IN THE MATTER between **HNT**, Applicant, and **DR**, 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 Inuvik in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CK, representing the Applicant

Date of Decision: May 13, 2025

REASONS FOR DECISION

An application to a rental officer made by IHA on behalf of HNT as the Applicant/Landlord against DR as the Respondent/Tenant was filed by the Rental Office March 19, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was personally served on the Respondent April 8, 2025.

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

A hearing was scheduled for May 13, 2025, by three-way teleconference. CK appeared representing the Applicant. The Respondent did not appear nor did anybody on their behalf. As the Respondent was served with the application by personal service on April 8, 2025, the hearing proceeded in their absence in pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to provide requested documents and to better review the evidence and testimony.

Tenancy agreement

Evidence was presented establishing a month-to-month tenancy agreement between the parties for subsidized public housing starting January 1, 2013. 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.

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 application noted the Tenant failed to maintain payment of rent as required in the tenancy agreement. The Tenant takes extended breaks between payment periods. The Landlord's representative stated since the application was filed, the Tenant had made a number of payments towards rent but still had a large arrears balance. The Landlord's representative also noted they contact the Tenant to remind them their rent is due to avoid letters and notices.

To support the Landlord's claim entered into evidence is the lease balance statement, five arrears and termination notice letters, 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 varied based on income. At the time of the application, the monthly rent charge was \$1,625.00 and the Tenant accumulated \$12,628.00 in rental arrears. The arrears amount equates to more than 7.75 months of unpaid rent.

Upon request, the Landlord provided an updated statement. The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was February 12, 2020. The statement also verified the Landlord's representatives testimony of \$3,200.00 paid towards rent. The updated statement noted the arrears balance had increased to \$12,678.00.

I am satisfied the Tenant repeatedly failed to pay the full amount of the rent when due and find the Tenant accumulated rental arrears in the amount of \$12,678.00.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$12,678.00 (p. 41(4)(a)); and
- requiring the Tenant to pay their rent on time in the future (p. 41(4)(b)).

Jerry Vanhantsaeme
Rental Officer