

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

VT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MM, representing the Applicant
VT, representing the Respondent
AH, advocate for the Respondent
RM, support for the Respondent

Date of Decision: June 12, 2025

REASONS FOR DECISION

An application to a rental officer made by NWAHA on behalf of HNT as the Applicant/Landlord against VT as the Respondent/Tenant was filed by the Rental Office April 22, 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 26, 2025.

The Applicant alleged the Respondent failed to pay rent in full resulting in arrears, caused disturbances and not allowing the landlord to carry out repairs. An order was sought for payment of arrears, pay future rent on time, not to cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 29, 2025, upon request of the Applicant was rescheduled and took place on June 12, 2025, by three-way teleconference. MM appeared representing the Applicant. VT appeared representing the Respondent. AH appeared as an advocate for the Respondent and RM appeared as support for the Respondent. At the hearing, I reserved my decision for the Applicant to provide requested documents and to review the testimony and evidence.

Preliminary matters

The Advocate reached out on behalf of the Respondent requesting a copy of the Application 6 days prior to the hearing. The Rental Office and the Applicant did not provide a copy as the Respondent did not provide authority for the release of the application. During the hearing, the Advocate requested the hearing be rescheduled to allow the application package to be forwarded for review. The request was declined as the Respondent had been served on April 26, 2025, and was aware in advance of the hearing to request the applications be released to the Advocate.

The address identified on the application was X whereas "Schedule A" on the tenancy agreement indicated the address as Y. Clarification with both parties confirmed the address as Y.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing on June 1, 2017. The tenancy agreement was not signed by either party. Subsection 9(1) of the Act allows a tenancy agreement to be oral, written or implied. 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) states, 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 Landlord claims the Tenant failed to pay rent and accumulated rental arrears.

To support the Landlord's claim, entered into evidence was a lease balance statement, account statement, arrears 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 monthly rent charge at the time of the application was \$80.00. The statement also indicated \$352.43 in tenant damages. Damages are not considered arrears. After removing the damages from the amount recorded, I find the Tenant accumulated \$1,460.00 in arrears, equating to 18.25 months of unpaid rent.

On June 11, 2025, the Landlord proved an updated statement showing two payments of \$80.00 made towards the rent account. After removing the damage charge, the arrears were reduced to \$1,380.00.

In response to the claim, the Advocated stated the Tenant receives rental assistance from a government agency, which is generally late in making payments. The Advocate stated the low arrears amount was not reason for eviction due to the Tenant's reliance on a government agency to provide assistance. The Tenant also noted they had issues with the government agency and unable to obtain employment.

The Tenant acknowledged the arrears and sought to enter into a payment plan. The Advocate committed to assisting the Tenant.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account and the Tenant has accumulated rental arrears in the amount of \$1,380.00.

Disturbances and other obligations

The Landlord claims the Tenant uses improper language with the Landlord's staff and contractors when attending the rental premises. To support the Landlord's claim was letters, emails, and notes. The notes indicated two complaints in 2024 and two in 2025 were made regarding the Tenants' behaviour.

In review of the Landlord's evidence:

- September 2, 2024, Note - Landlord's staff attended the rental premises, attempted to engage the Tenant and believed nobody was home and entered the rental premises. The Tenant was home and engaged the staff with foul language.
- October 10, 2024, Note - Landlord received complaint of the Tenant disturbing the neighbour. A letter was sent to the Tenant.
- February 24, 2025, Note - Landlord received complaint of the Tenant using foul language with a contractor at the rental premises;
- March 31, 2025, Email - Internal correspondence regarding Tenants behaviour and treatment of maintenance staff conducting work at the rental premises.

In response to the claim, the Advocate noted the Tenant has a condition and feels unsafe when workers come to the rental premises, resulting in the Tenant's actions. The Advocate stated that the Tenant is not disagreeing with the Landlord's claim and aware of the workers feeling unsafe. The Advocate stated they found a solution to address the issue. The Tenant acknowledged and committed to being more respectful.

The Rental Officer pointed out and discussed with the parties the issues of disturbances and entry into the rental premises. The issue of entrance and notification of entering the rental premises was not conducted in accordance with the Act. The Landlord acknowledged notice must be given in accordance with the Act.

I find both parties hold responsibility for causing disturbances.

Termination of the tenancy agreement and eviction

Based on the testimony and evidence, It is clear to me both parties participated in causing disturbances. While failure to pay rent as required and the accumulation of arrears alone justifies the Landlord's request for termination of the tenancy agreement and eviction, as the Landlord's representative requested payment of future rent on time and with the Tenant willingness to enter into an affordable payment plan, I do not think that termination of the tenancy agreement and eviction to be justified at this time.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$1,380.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Landlord comply with their obligation not to disturb the Tenant's possession or enjoyment of the rental premises and not breach that obligation again (p. 34(2)(a), p. 34(2)(b)); and
- requiring the Tenant comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and not breach that obligation again (p. 43(3)(a), p. 43(3)(b)).

Jerry Vanhantsaeme
Rental Officer