

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

LL

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

Date of Decision: June 12, 2025

REASONS FOR DECISION

An application to a rental officer made by NWHHA on behalf of HNT as the Applicant/Landlord against LL as the Respondent/Tenant was filed by the Rental Office. 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 and on time, resulting in rental arrears. An order was sought for payment of arrears, pay future rent on time, termination of the tenancy agreement, and eviction.

A hearing was scheduled for May 29, 2025, upon request of the Applicant the hearing was rescheduled and took place on June 12, 2025, by three-way teleconference. MM appeared representing 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 to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties commencing June 16, 2017. 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 #17304, dated July 16, 2021, required the Respondent to pay \$12,255.00 in rental arrears, terminated the tenancy agreement on October 31, 2021 unless \$100.00 was paid each month towards the arrears and the subsidized rents for July 2021 was paid in full and the monthly subsidized rents for August through October were paid on time and should the tenancy be terminated, evict the Respondent from the rental premises on or after November 1, 2021.

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 testified the Tenant failed to provide assessment information to determine rent after June 2024. As a result, there has been no rent charges or payments made after June 2024.

To support the Landlord's claim, entered into evidence were a lease balance statement, account statements, arrear 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 up to June 30, 2024. The statement indicated the last time the Tenant had a zero or positive balance on the rent account was July 26, 2019. At the time of the application, the monthly rent charge was \$890.00. The statement included the balance of the previous order, monthly payments, and Canada Revenue Agency garnishments. The statement balance as of June 1, 2024 was \$17,190.66.

The Rental Officer questioned and Landlord's representative verified the previous order had not been satisfied. The Tenant also did not provide income to calculate rent for July 2024 onward.

After adjusting for the previous order, payments and CRA garnishments, I find the Tenant accumulated \$8,230.00 in rental arrears between July 1, 2021 and June 30, 2024. This amount equated to more than 9 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account and the Tenant accumulated rental arrears in the amount of \$8,230.00 between July 1, 2021 and June 30, 2024.

Termination of the Tenancy agreement and eviction

Based on the evidence and testimony, the Tenant has shown a history of not maintaining the rent account, I am therefore satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. As the Landlord indicated in the application for the Tenant 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 8,230.00 (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 July 31, 2025 unless the rental arrears of \$8,230.00 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on August 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer