

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

TM

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

TM, representing the Respondent

ILM, assisting 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 TM 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 on time and in full resulting in the accumulation of rental arrears, caused damages, and disturbances. An order was sought for arrears, damages, pay future rent on time, not cause disturbances, termination of the tenancy agreement, and eviction.

A hearing was scheduled for June 3, 2025, upon request of the Applicant was rescheduled and took place on June 12, 2025, by three-way teleconference. MM appeared to representing the Applicant. TM appeared to represent the Respondent. ILM appeared to assist the Respondent. 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 January 14, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 pay rent on time and requested the arrears to be addressed. To support the Landlord's claim, entered into evidence were a lease balance statement, account statements, arrears letters, and associated notes.

The lease balance statement represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was at a zero or positive balance was June 30, 2023 and the last payment was made through Jordan's Principle on September 25, 2024. The rent charged at the time of the application was \$610.00 and the balance owing was \$5,136.08. The statement also included a tenant damage charge of \$256.08. Damages are not considered arrears. After removing the damages charge, it was determined the Tenant accumulated \$4,880.00 in rental arrears, equating to 8 months of unpaid rent.

On June 11, 2025, the Landlord's representative provided an updated statement. The Rental Officer questioned and the Landlord's representative advised the updated statement had not been provided to the Tenant. Due to the Tenant not being informed prior to the hearing, the updated statement is not taken into account.

In response to the Landlord's claim, the Tenant stated they have been unemployed for 2-years and do not understand their rent charge. The Landlord's representative spoke to the use of Canada Revenue Information to calculate the rent and the charge was based on that assessment. The Rental Officer clarified how the calculations are done. The Landlord's representative also verified a reassessment can be done based on major changes in income but the Tenant had not updated their employment status or requested a rent reassessment. The Landlord's representative advised an adjustment is not always guaranteed. The Tenant's Assistant acknowledged the assessment and rent adjustment process.

The Tenant advised they will be seeking a rent reassessment.

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 \$4,880.00.

Damages

The Landlord claims the Tenant caused damages to the rental premises. To support the claim, entered into evidence was an invoice and work order.

The Rental Officer verified the damages as a charge to the clear the toilet of a household item that was flushed and causing a blockage in the amount of \$256.08.

The Tenant did not dispute the claim.

I am satisfied the Tenant is responsible for the cost to clear the toilet blockage in the amount of \$256.08.

Disturbances

Section 43 of the *Act* states: "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex. Section 12(c) of the written tenancy agreement refers to the Tenant's obligation to not disturb the landlord and other tenants possession or enjoyment of the rental premises or residential complex.

The Landlord testified there was a disturbance in August 2022 and September 2024 and on the day of the hearing they received another complaint of disturbances. To support the Landlord's claim were associated notes.

In review of the associated notes, one disturbance was just under 2-years ago and the note on September 2024 did not contain information regarding disturbances.

The Landlord's representative withdrew the claim for disturbances.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant's failure to pay rent in full and the accumulated substantial arrears, I find the Landlord's request for termination of the tenancy agreement and eviction to be justified. However, as the Landlord's representative requested payment of future rent on time and with the Tenant advising they will be seeking a rent reassessment, a conditional termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$4,880.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to pay to the Landlord the cost of clearing the toilet in the amount of \$256.08 (p. 42(3)(c));
- terminating the tenancy agreement between the parties on September 30, 2025, unless \$500.00 is paid towards the rental arrears and the monthly rents for July, August and September 2025 are paid in full (p. 41(4)(c), ss.83(2)); and
- evicting the Tenant from the rental premises on October 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer