

IN THE MATTER between **HNT**, Applicant, and **MM**, 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 **self government of Behchoko in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 4, 2025

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** TM, representing the Applicant  
LE, representing the Applicant  
MM, representing the Respondent

**Date of Decision:** June 4, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against MM as the Respondent/Tenant was filed by the Rental Office April 28, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on April 29, 2025.

The Applicant alleged the Respondent failed to pay rent in full and on time resulting in the accumulation of arrears, and failed to maintain the utility accounts. An order was sought for payment arrears, pay future rent on time, pay the utility account, and termination of the tenancy agreement.

A hearing was scheduled on June 4, 2025, by three-way teleconference. TM and LE appeared representing the Applicant. MM appeared representing the Respondent. I reserved my decision for the Applicant to provide requested information and to review the testimony and evidence.

#### *Tenancy Agreement*

The Applicant provided evidence of a written fixed term tenancy agreement between the parties commencing August 23, 2019 to November 23, 2019. After which the tenancy continued on a month-to-month basis. The tenancy agreement was not signed by either party.

Subsection 9(1) state a tenancy agreement may be oral, written or implied. Subsection 9(4) states a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or is or her agent and the landlord permits the tenant to take occupancy of the rental premises.

As the tenancy agreement was unsigned and the Applicant has allowed the Respondent to maintain the rental premises as a residence since August 23, 2019, an implied tenancy is in place in accordance with the Act.

From this point forward the Applicant is 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 resides in a market housing unit, which is designed for people with full time employment. The Tenant has not paid their rent.

To support the Landlord's claim, entered into evidence was a lease balance statement, account statements, and an arrears letter.

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 last time the Tenant was at a zero or positive balance was April 30, 2024 and the monthly rent charge was \$1,250.00. The statement also shows the Tenant accumulated \$9,500.00 in rental arrears, equating to 7.6 months of unpaid rent.

On June 3, 2025, the Landlord's representative provided an updated lease balance statement. The updated statement indicated two payments of \$1,250.00 were made in May 2025 towards the rent and arrears, however this did not change the arrears balance owing.

In response to the Landlord's claim, the Tenant stated they were dealing with health issues requiring treatment out of the community. The Tenant stated they contacted the Landlord, the MLA, and a person from the community government. The Tenant stated the MLA and the person from the community government told them not to worry about rent and focus on health. They were also told to contact the Landlord but unsure who they talked with at the time. They also stated when they returned from treatment they discovered they had arrears, and could not afford payments due to being the sole provider for a large family. They were also told to not worry. The Tenant also sought and received assistance from Jordan's Principle. Then got sick again and needed more medical care. The Tenant also stated they will be making extra payment to reduce the arrears.

The Rental Officer questioned and the Landlord's representative acknowledged they were told about the Tenant attending treatment and the Tenant said the community government told them not to pay. The Tenant confirmed they were told not worry about payment by a person from the community government and MLA. The Tenant testified they believed they were going to provide assistance and after returning, saw the arrears, got assistance, and went back to the MLA and were told it was not their responsibility. The Tenant acknowledged they are responsible to the Landlord.

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 \$9,500.00.

### *Utilities*

Subsection 45(1) of the Act requires tenants to comply with additional obligations that are included in a written tenancy agreement. Section 2 of the written tenancy agreement specifies utilities the Tenant is responsible for.

The Landlord claims the Tenant has outstanding utilities. To support the Landlord's claim is an email from the community government advising the Tenant has utility arrears.

The Tenant claims their former spouse was to cover the cost of utilities but did not assist, leaving them with the responsibility. The Tenant stated they paid \$1,000.00 towards the utilities and working to pay down the outstanding utility charges.

The Rental Officer questioned payment by the former spouse. The Tenant advised the former spouse was not paying support but agreed to pay specific utility costs. She does not get the mail directly. She is trying to resolve the issue with a lawyer. The Rental Officer pointed to and the Tenant acknowledged they were responsible for utilities.

I am satisfied the Tenant breached their obligation to maintain the utility account.

*Termination of the Tenancy agreement*

Based on the evidence and testimony of the Landlord's representative and the substantial rental arrears, I find the request for termination of the tenancy to be valid. I also note the Tenant has taken an active approach to address the arrears and utility account. Therefore, a conditional order for termination will be issued.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$9,500.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to maintain their utility accounts and not breach that obligation again (p. 45(4)(a), p. 45(4)(b)); and
- terminating the tenancy agreement on August 31, 2025, unless the rental arrears of \$3,000.00 are paid towards their arrears and the monthly rents for June, July, and August 2025 in full (p. 41(4)(c), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer