

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

AZ

Respondent/Tenant

AMENDED REASONS FOR DECISION

Date of the Hearing: June 10, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TM, representing the Applicant
LE, representing the Applicant
AZ, representing the Respondent

Date of Decision: June 10, 2025

AMENDED REASONS FOR DECISION

An application to a rental officer made by BKGK on behalf of HNT as the Applicant/Landlord against AZ as the Respondent/Tenant was filed by the Rental Office May 9, 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 May 22, 2025.

The Applicant alleged the Respondent has failed to pay rent in full and on time, resulting in the accumulation of arrears. An order was sought for arrear, pay future rent on time, terminate the tenancy agreement and eviction and overholding charges.

A hearing was scheduled for June 10, 2025, by three-way teleconference. TM and LE appeared representing the Applicant. AZ appeared representing the Respondent. I reserved my decision to review the evidence and testimony.

Tenancy Agreement

The Applicant provided evidence written tenancy agreement between the parties commencing October 26, 2018. The tenancy agreement was signed by the Tenant. I am satisfied a valid tenancy 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 testified they had worked with the Tenant to address their rent and arrears. To support the Landlord's claim, entered into evidence was a lease balance statement, ledger, account statements, 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 last time the Tenants were at a zero or positive balance was April 27, 2023. The monthly rent charge at the time of the application was \$1,250.00. The statement also shows the Tenant accumulated \$21,275.00 in rental arrears, equating to over 17 months of unpaid rent..

On June 9, 2025, the Landlord's representative provided an updated lease balance statement. The updated statement indicated no further payments were made and the arrears had increased to \$23,775.00.

In response to the claim, the Tenant acknowledged the debt. The Tenant stated they are a good person in a financial hardship situation and willing to work with the Landlord to avoid eviction. They also stated they had been travelling with family member and their funds were used for the travel. The Tenant also acknowledged the unpaid rent equated to 19 months of unpaid rent.

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 \$23,775.00.

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 and eviction to be justified. As the Tenant acknowledged the debt and the Landlord requested the Tenant to pay future rent on time, a conditional termination of the tenancy agreement and eviction will be ordered.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$23,775.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 1(4)(b));
- terminating the tenancy agreement between the parties on September 30, 2025 unless at least \$5000.00 is paid towards the arrears and the monthly rents for July, August and September 2025 are paid in full (p. 41(4)(c), ss. 83(2));
- evicting the Tenant from the rental premises on October 1, 2025 should the tenancy agreement between the parties be terminated (p. 63(4)(a), ss. 83(2); and

- requiring the Tenant to compensation for use and occupation of the rental premises at a rate of \$41.67 for each day they remain in the unit after September 30, 2025 to a maximum of \$1,250.00 per month, if the tenancy agreement between the parties is terminated on September 30, 2025 (p. 63(4)(b)).

Jerry Vanhantsaeme
Rental Officer