

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

CB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 24, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MM, representing the Applicant

Date of Decision: June 24, 2025

REASONS FOR DECISION

An application to a rental officer made by NWA on behalf of HNT as the Applicant/Landlord against CB as the Respondent/Tenant was filed by the Rental Office May 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 registered mail. Email was deemed served on May 25, 2025, and registered mail was served on May 22, 2025.

The Applicant alleged the Respondent failed to pay rent on time and in full resulting in accumulation of 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 June 24, 2025, by three-way teleconference. MM appeared to represent 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.

Preliminary matters

The address identified on the application was unit XXXXXXXX, Norman Wells. The tenancy agreement indicates the address as XXXXXXXX, Norman Wells. The Applicant clarified unit XXXXXXXX, Norman Wells on the application was the correct address.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties commencing on February 20, 2024. The tenancy agreement was signed by all parties. 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 claim, entered into evidence was a lease balance statement, account statements, email, and 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 August 30, 2024, and the monthly rent at the time of the application was \$1,100.00. The arrears balance at the time of the application was \$8,492.00 equating to 7.5 months of unpaid rent.

On June 19, 2025, the Landlord's representative provided an updated statement, which showed the Tenant made two payments totalling \$655.00 towards May rent, and the arrears had increased to \$8,947.00.

In review of the evidence, it was noted there was a discussion of a repayment plan. The Landlord's representative confirmed the Tenant had not entered into a repayment agreement.

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 \$8,947.00.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant failed to pay rent when due, resulting in substantial arrears, justifying the Landlord's request for termination of the tenancy agreement and eviction. However, as the Landlord's representative requested payment of future rent on time 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 \$8,947.00(p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on August 31, 2025, unless the rental arrears are paid in full and the monthly rent for July and August 2025 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on September 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer