

IN THE MATTER between **HNWT**, Applicant, and **CS and DS**, Respondents;

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 **hamlet of Fort Providence in the Northwest  
Territories**;

BETWEEN:

**HNWT**

Applicant/Landlord

-and-

**CS AND DS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 10, 2025

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

**Appearances at Hearing:** MB, representing the Applicant

**Date of Decision:** July 10, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of HNWT as the Applicant/Landlord against CS and DS as the Respondents/Tenants was filed by the Rental Office June 4, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was served on the Respondents by personal service on June 16, 2025.

The Applicant claims the Respondents failed to pay rent in full and on time resulting in the accumulation of rental arrears. An order was sought for payment of arrears, future rent on time, terminate the tenancy agreement and eviction.

A hearing was scheduled for July 10, 2025, by three-way teleconference. MB appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

#### *Tenancy agreement*

Evidence was presented establishing a month-to-month residential tenancy agreement between the parties for subsidized public housing starting October 15, 2015. 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 #16553, dated July 18, 2019, requiring the Respondents to pay \$660.00 in rental arrears, pay future rent on time, terminate the tenancy agreement October 31, 2019 unless the arrears are paid in full and the monthly rents for August through October were paid on time, and should the tenancy be terminated, evict the Respondents from the rental premises on November 1, 2019.

Rental Officer Order #18156, dated March 14, 2024, requiring the Respondents to pay \$12,405.00 in rental arrears, terminate the tenancy agreement on March 31, 2024 and evict the Respondents from the rental premises on April 1, 2024.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

### *Rental arrears*

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord claimed the Tenants failed to pay rent, resulting in the accumulation of arrears. The Landlord's representative testified the Tenants were previously brought before a rental officer in 2024 for the same issue. To support the Landlord's claim was a lease balance statement, rent calculation information sheet, arrears notices 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 on May 16, 2024, the Tenants received assistance to pay the arrears in rental officer order #18156. From that point forward the Tenants began to accumulate new arrears by failing to pay or pay in full their calculated rent. At the time of the application the monthly rent charge was \$1,545.00 and the arrears balance was \$15,930.00, which equated to over 10.25 months of unpaid rent.

On July 3, 2025, the Landlord's representative provided an updated statement showing no payments had been made since the application was filed and the arrears had increased to \$17,475.00.

The Rental Officer questioned and the Landlord's representative testified the two previous orders had been satisfied, and the updated statement provided did not include July 2025 rent due to reassessed for July. The Landlord's representative also confirmed the rent charged was based on reported income.

I am satisfied the lease balance statement accurately reflects the status of the Tenants' rent account. I find the Tenants repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$17,475.00.

### *Termination of the tenancy agreement and eviction*

In consideration of the testimony and evidence presented, the Tenants repeatedly failed to pay rent on time or in full, resulting in the accumulation of substantial rental arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction are justified. As the Landlord's representative requested the Tenants to pay future rent on time, a conditional termination of the tenancy agreement and eviction will be issued.

*Orders*

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$17,475.00 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement between the parties on August 31, 2025, unless the rental arrears are paid in full and the calculated monthly rents for July and August 2025 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenants from the rental premises on September 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer