

IN THE MATTER between **HNWT**, Applicant, and **AB**, 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 **hamlet of Fort Providence in the Northwest
Territories**;

BETWEEN:

HNWT

Applicant/Landlord

-and-

AB

Respondent/Tenant

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 AB as the Respondent/Tenant 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 personally served on the Respondent June 16, 2025.

The Applicant claims the Respondent 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 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 for the Applicant to provide requested information and to review the evidence and testimony.

Tenancy agreement

Evidence was presented establishing a tenancy agreement between the parties for subsidized public housing commencing October 1, 2012. 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 #16416, dated April 5, 2019, requiring the Respondent to pay future rent on time.

Rental Officer Order #17532, dated May 4, 2022, requiring the Respondent to pay \$6,060.00 in rental arrears, pay future rent on time, terminate the tenancy agreement between the parties on August 31, 2022, unless the arrears are paid and the rents for June through August 2022 are paid on time and should the tenancy agreement be terminated, evict the Respondent from the rental premises on September 1, 2025.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

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 Tenant failed to pay rent, resulting in the accumulation of arrears. The Landlord's representative testified after the application had been filed, the Tenant made payments reducing the arrears. 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 Tenants rent account. The statement indicated at the time of the application the rent was \$75.00 per month and the arrears balance was \$1,795.00, which based on the current charge equated to over 23 months of unpaid rent.

On July 3, 2025, the Landlord's representative provided an updated statement showing since the application was filed, the Tenant made three payments for a total of \$1,100.00 towards the rent account, reducing the balance owed to \$695.00.

The Rental Officer questioned and the Landlord's representative confirmed the previous order had been satisfied and the Tenant had maintain a zero balance during the tenancy for a period of time, and the last zero balance date was March 14, 2023. Upon request the Landlord's representative provided the statement showing the last zero balance.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$675.00.

Termination of the tenancy agreement and eviction

In consideration of the testimony and evidence presented, the Tenant repeatedly failed to pay rent on time or in full, resulting in the accumulation of 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 Tenant 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 Tenant to pay to the Landlord arrears in the amount of \$675.00 (p. 41(4)(a);
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminate the tenancy agreement between the parties on September 30, 2025, unless the rental arrears are paid in full and the calculated 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 be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer