

IN THE MATTER between **HNWT**, Applicant, and **DB and CB and DB**, 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-

DB AND CB AND DB

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
CB, representing the Respondents

Date of Decision: July 11, 2025

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNWT as the Applicant/Landlord against DB, CB and DB 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 personally served on the Respondents 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 to represent the Applicant. CB appeared and confirmed they would be representing the Respondents. I reserved my decision for the Applicant to provide requested documentation, and to review the evidence and testimony.

Tenancy agreement

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing as a month-to-month tenancy starting March 15, 2024. 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 #10-8726, dated December 1, 2005, where two of the Respondents were required to pay \$1,717.48 in rental arrears.

Rental Officer Order #10-11452, dated April 30, 2010, where two Respondents were required to pay \$5,610.69 in rental arrears, terminating the tenancy agreement on May 7, 2010, unless the rental arrears were paid in full.

Rental Officer Order #10-15067, dated April 22, 2016, where a Respondent was required to pay \$5,468.39 in rental arrears, terminate the tenancy agreement on May 31, 2016, and evict the Respondent from the rental premises on June 1, 2016.

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. To support the Landlord's claim was a lease balance statement, rent calculation information sheet, arrear 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 the Tenants maintained an arrear's balance from the start of the tenancy. At the time of the application the monthly rent charge was \$1,230.00, and the arrears balance was \$7,391.32, which equated to more than 6 months of unpaid rent.

On July 3, 2025, the Landlord's representative provided an updated statement showing since the application was made, the Tenants made two payments for a total of \$2,400.00 towards the rent and arrears, reducing the balance owed to \$7,066.32.

During the hearing the Landlord's representative testified on July 4, 2025, the Tenants had made a payment of \$500.00 further reducing the arrears. Upon request, an updated statement showed the arrears had been reduced to \$6,566.32.

The Tenant did not dispute the Landlord's claim. The Tenant stated their spouse was unemployed for a period of time but has returned to work, and going to start paying down the arrears. The Tenant stated they would be making another lump sum payment towards the arrears shortly.

The Rental Officer questioned and was advised the rent charge had been reduced from the previous year due to the Tenants lower household 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 \$6,566.32.

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 rental arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and evictions are justified. However, as the Tenant acknowledged the debt and the Landlord 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 the Landlord rental arrears in the amount of \$6,566.32 (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 September 30, 2025, unless the rental arrears are paid in full and the monthly rents for July, August and September 2025 are paid in full (p. 41(4)(c), ss. 83(2); and
- evicting the Tenants from the rental premises on October 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer