

IN THE MATTER between **HNWT**, Applicant, and **CG**, 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 **village of Fort Simpson in the Northwest
Territories**;

BETWEEN:

HNWT

Applicant/Landlord

-and-

CG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 16, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GG, representing the Applicant

Date of Decision: July 17, 2025

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNWT as the Applicant/Landlord against CGas the Respondent/Tenant was filed by the Rental Office June 13, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail on July 3, 2025.

The Applicant alleged the Respondent failed to report household income in accordance with the tenancy agreement, failed to pay rent and accumulated arrears. An order was sought for reporting of household income, arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled July 16, 2025, by three-way teleconference. GG 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.

Tenancy

Evidence presented established a month-to-month tenancy agreement for subsidized public housing commencing May 2, 2018. The tenancy agreement was unsigned.

Under subsection 9(4) of the Act, a tenancy agreement is deemed to be in writing where it has been signed by one party or their agent, given to the other party or their agent and the landlord permits the tenant to take occupancy of the rental premises. Subsection 9(1) of the Act, allows a tenancy agreement to be oral, written or implied. I am satisfied an oral tenancy is in place in accordance with subsection 9(1) of the Act.

Previous orders

Rental Officer Order #16516 dated June 17, 2019, required the respondent to pay \$852.00 in arrears, terminate the tenancy agreement on September 19, 2019, unless the arrears were paid in full and the rents for July, August and September 2019 were paid on time, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on October 1, 2019.

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

Arrears and reporting of household income

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.

Subsection 45(1) states where in a written tenancy agreement a tenant has undertaken additional obligations, the Tenant shall comply with the obligations under the tenancy agreement when the rules of the landlord are reasonable in all circumstances.

Paragraph 6 of the tenancy agreement requires the tenant to report the total household income for both the tenants and those noted on schedule B.

Paragraph 7 of the written tenancy agreement requires the tenant to pay rent as shown in schedule A.

The Landlord's representative stated the Tenant was charged maximum rent due to incomplete reporting of household income in accordance with the terms of the tenancy agreement.

To support the Landlord's claim, entered into evidence was a lease balance statement, rent statements, associated notes, rent assessment request letters, and a request to set-up a repayment plan 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 in a zero or positive balance was July 8, 2020. At the time of the application, the monthly rent charge was the maximum rent of \$1,625.00. The statement also showed the Tenant only paid \$631.00 towards rent since the zero balance date, accumulating \$63,032.00 in rental arrears. At the current rent charge, the Tenant has failed to pay more than 38.75 months of rent.

On July 15, 2025, an updated statement was provided, showing no further payments were made towards the rent account since the application was filed. Resulting in the arrears to increase to \$64,657.00.

The Rental Officer questioned and the Landlord's representative confirmed the Tenant was charged maximum rent since July 2022. The representative stated they have the Tenant's income but not that of the occupant. They also stated, to calculate rent, a Canada Revenue consent is required from the occupant. The occupant turning 19 and not provided the required income information. The Landlord's representative is aware the occupant is working, and when income is reported, the rent would be adjusted to match the household income.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant failed to ensure household income is reported to obtain a rent subsidy, repeatedly failed to pay rent when due, and accumulated \$64,657.00 in rental arrears.

As noted earlier, the tenancy agreement was unsigned, and reporting of household income could be in question. However, the Tenant did report income in the first years of the tenancy to obtain a subsidy, and would be well aware of the reporting requirements. This being said, the Landlord also bears some responsibility for not ensuring the tenancy agreement is completed and provided to the Tenant to ensure a written tenancy is in place.

Termination of the tenancy agreement and eviction

In the written application, the Landlord requested rent to be paid on time in the future. However, during the hearing the Landlord's representative asked for a non-conditional termination of the tenancy agreement and eviction. Given the repeated pattern of failing to report household income, failure to pay the rent, and the substantial amount of arrears, I am satisfied the Landlord's request to terminate the tenancy agreement and eviction to be valid. However, the Landlord also wanted household income to be reported for assessing the rent subsidy. Should the rent be reassessed, there is a likelihood the arrears would be reduced by 10's of thousands of dollars. I am prepared to issue a conditional order for termination of the tenancy agreement and eviction subject to the reporting of household income for the outstanding years, payment of arrears, and to payment of future rent on time.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$64,657.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to comply with their obligation to report total household income as required, and not breach that obligation again (p. 45(4)(a)p. 45(4)(b));
- terminating the tenancy agreement on October 31, 2025, unless the rental arrears of \$64,657.00 are paid in full, and the total household incomes for the 2021, 2022, 2023, 2024 is reported and the calculated rent for August, September and October are paid in full (p. 41(4)(c), p. 45(4)(e), ss. 83(2)); and
- evicting the Tenant from the rental premises on November 1, 2025, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. (83(2)).