

IN THE MATTER between **HNT**, Applicant, and **PL**, 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 Tulita in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

PL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 6, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: August 7, 2025

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against PL as the Respondent/Tenant was filed by the Rental Office July 8, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Tulita, Northwest Territories. The filed application was personally served on the Respondent July 25, 2025.

The Applicant alleged the Respondent failed to pay rent, resulting in arrears. An order was sought for payment of arrears, pay future rent on time, terminate the tenancy agreement, and eviction.

A hearing was scheduled for August 6, 2025, by three-way teleconference. DW appeared to represent the Applicant. The Respondent 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 for the Applicant to provide a requested document, and to review the evidence, and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties starting May 26, 2023. The tenancy agreement was signed by both parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #20-14623, dated May 8, 2015, requiring the Respondent to pay \$140.00 in arrears.

Rental Officer Order #20-14623B, date May 8, 2015, evicting the Respondent from the rental premises on June 16, 2015.

Rental Officer Order #20-14499, dated February 26, 2015, requiring the Respondent to pay \$12,158.52 in arrears, terminating the tenancy agreement on March 15, 2015, unless the arrears were paid in full and the outstanding household income information was provided to the Applicant in accordance with the tenancy agreement.

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's representative stated the Tenants breached their obligation to pay rent as required by the tenancy agreement.

The Landlord's representative testified the Tenant does make payments but not always monthly. To support the claim, entered into evidence was a lease balance statement, and multiple arrears notices. 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 Tenant's calculated rent was based on income. The statement also showed the last time the Tenant had a zero or positive balance was May 23, 2024. At the time of the application, the monthly rent was \$555.00, with the last payment on March 14, 2025. The Tenant accumulated \$3,245.00 in rental arrears. Based on the rent charged at the time, the arrears equated to more than 5.75 months of unpaid rent.

On August 1, 2025, the Landlord provided an updated statement indicating no rent had been paid since the application to a rental officer was made and the arrears had increased to \$4,450.00.

During the hearing the Landlord's representative advised the Tenant had made a payment towards the rent, and arrears, reducing the balance. Upon request an updated statement was provided. The statement showed the Tenant made a payment of \$850.00 on August 5, 2025, reducing the arrears to \$3,600.00.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$3,600.00.

Termination of the tenancy agreement ad eviction

In consideration of the Tenant's failure to pay rent in full and substantial amount of arrears, I am satisfied the Landlord's request for termination and eviction to be valid. As the Landlord requested the Tenant to pay future rent on time, and their desire to work with the Tenant to maintain the tenancy, a conditional order for 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 \$3,600.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));

- terminating the tenancy agreement on November 30, 2025, unless \$1,000.00 is paid towards the arrears and the monthly rents for September through November 2025, are paid full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on December 1, 2025, should the tenancy be terminated (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer