

IN THE MATTER between **HNT**, Applicant, and **JY**, 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-

JY

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 JY as the Respondent/Tenant was filed by the Rental Office July 9, 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 on July 28, 2025.

The Applicant alleged the Respondent failed to pay rent, resulting in the accumulation of 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 to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties starting April 1, 2020. The tenancy agreement was signed by both parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears and reporting of occupancy

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 Tenant breached their obligation to pay rent as required by the tenancy agreement. The Landlord's representative stated the Tenant makes payments but not always in full. The Landlord's representative brought forward the Tenant having unauthorized occupants at the rental premises. To support the claim, entered into evidence was a lease balance statement, multiple arrears notices and lease statements.

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 throughout the tenancy, the Tenant maintained an arrears balance. The statement also indicated the Tenant's rent was based on income. At the time of the application, the monthly rent charge was \$555.00, with the last payment on April 23, 2025, and the Tenant had accumulated \$2,706.00 in rental arrears. Based on the rent charged at the time, the arrears equated to more than 4.75 months of unpaid rent.

On August 1, 2025, the Landlord's representative provided an updated statement indicating payments since the application. Reducing the arrears to \$2,471.00, which included August 2025 rent. As the Tenant still has time to pay August 2025 rent, I find an arrears balance of \$1,916.00.

In review of the evidence, I noted by the Tenant not providing accurate occupancy, there is an effect on the calculation of rent, as reporting is required under paragraphs 5 and 6 of the tenancy agreement.

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 \$1,916.00. I am also satisfied the Tenant breached their obligation to report occupancy and in turn household income.

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 verified by the Landlord's representative, 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 \$1,916.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant comply with their obligation to report any changes to the occupancy of rental premises in accordance with paragraph 5 of the tenancy agreement and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement on October 31, 2025, unless the rental arrears are paid in full and the monthly rents for August through October 2025, are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on November 1, 2025, should the tenancy agreement be terminated on October 31, 2025.

Jerry Vanhantsaeme
Rental Officer