

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

**MAC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 5, 2025

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** DW, representing the Applicant

**Date of Decision:** August 5, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against MAC 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 25, 2025.

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

A hearing was scheduled for August 5, 2025, by three-way tel-conference. 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 March 26, 2012. The tenancy agreement was signed by both parties. The Rental Officer questioned and the Applicant advised there was no "Schedule A" or "Schedule B" attached to the tenancy agreement. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous order*

Rental Officer Order #20-15136, dated August 18, 2016, rescinding paragraph 1 of Rental Office Order #20-14477, and requiring the Respondent to pay \$8,401.00 in rental arrears.

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 Tenant breached their obligation to pay rent as required by the tenancy agreement. To support the claim, entered into evidence was a lease balance statement, multiple arrears notices, and a signed payment agreement dated June 27, 2024.

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 Jan 27, 2023. At the time of the application, the monthly rent charge was \$140.00 and the Tenant accumulated \$1,558.00 in rental arrears. Based on the rent charged at the time, the arrears equated to over 11 months of unpaid rent.

On August 1, 2025, the Landlord provided an updated statement showing a payment of \$300.00 was made towards the rent account on June 26, 2025, with no further payments. The balance owing at the time of the hearing was \$1,678.00.

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 and accumulated rental arrears. As the Tenant still has time to pay August 2025 rent, I find the Tenant has rental arrears in the amount of \$1,538.00.

*Termination of the tenancy agreement and eviction*

In consideration of the Tenant's failure to pay rent, and not adhering to the repayment agreement, I am find the Landlord's request for termination and eviction to be valid. As the Landlord requested the Tenant to pay future rent on time, and suggested they would like to work with the Tenant, a conditional order for termination of the tenancy agreement and eviction will be issued.

*Orders*

An order will be issued:

- requiring the Tenant pay to the Landlord arrears in the amount of \$1,538.00 (p.41(4)(a));
- requiring the Tenant to pay future rent in full (p. 41(4)(b));
- terminating the tenancy agreement on October 31, 2025, unless the rental arrears of \$1,538.00 are paid in full and the monthly rents for August through October 2025 are paid full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on November 1, 2025, should the tenancy be terminated (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer