

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

ST

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 7, 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 ST 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 arrear, pay future rent, termination of the tenancy agreement and eviction.

A hearing was scheduled for August 7, 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 review the evidence, and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties starting May 1, 2019. The tenancy agreement was signed by both parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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 statements of account.

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. It also showed arrears balances for a former joint tenancy and the current sole tenancy. The sole tenancy statement indicated the Tenant's calculated rent was based on income, with the last payment being made on April 25, 2025. The statement at the time of the application, showed the monthly rent was \$1,445.00, with accumulated arrears of \$30,397.89 on the sole tenancy. Based on the current rent, the arrears equated to more than 21 months of unpaid rent

On August 1, 2025, the Landlord provided an updated statement showed the arrears owed on the joint tenancy had been cleared, and the Tenant paid \$4,961.44 towards the rent and arrears, leaving an arrears balance of \$29,771.45

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 \$29,771.45.

Termination of the tenancy agreement ad eviction

In consideration of the Tenant's failure to pay rent in full, and the considerable 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 spoke to working 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 to pay to the Landlord arrears in the amount of \$29,771.45 (p. 41(4)(a));
- requiring the Tenant to pay future rent in full (p. 41(4)(b));
- terminating the tenancy agreement between the parties on December 31, 2025, unless the \$5,000.00 is paid towards the arrears, and the monthly rents for September through December 2025, are paid in full (p. 41(4)(c), ss.83(2));
- evicting the Tenant from the rental premises on January 1, 2026, should the tenancy agreement be terminated (p. 63(4)(a), ss.83(2)).

Jerry Vanhantsaeme
Rental Officer