

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

SHB

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 SB 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 Tulilta, Northwest Territories. The filed application was personally served on the Respondent on July 17, 2025.

The Applicant alleged the Respondent failed to pay rent, 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 7, 2025, by three-way tele-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 27, 2012. 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 #20-14558, dated April 10, 2015, requiring the Respondent to pay \$800.00 in arrears, pay future rent on time, and comply with paragraph 6 of the tenancy agreement to report household income.

Rental Officer Order #17778, dated November 16, 2022, requiring the Respondent to pay \$11,103.00 in arrears, pay future rent on time, terminating the tenancy agreement on February 23, 2023, unless at least \$145.00 is paid each month toward the rental arrears and the subsidized rents for December through February are paid on time, and should the tenancy agreement be terminated, evicting the Respondent from the rental premises.

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, and an arrears notice from April 4, 2025.

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 rent was based on income, and the last time the Tenant had a zero or positive balance was July 4, 2018. At the time of the application, the monthly rent charge was \$1,155.00, with the last payment on May 1, 2025. The arrears at the time of the application was \$16,321.79. The balance included an unsatisfied Rental Officer Order, and NSF fee for \$10.00 on November 24, 2023. The NSF fees is denied. Section 41 of the Act does not provide for the landlord to recover losses suffered as a direct result of the tenant's failure to pay the rent.

After doing the payment calculations towards the rent and Rental Officer Order #17778, I found the Tenant accrued \$8,261.29 in rental arrears. Based on the rent charged at the time of the application, the arrears equated to more than 7 months of unpaid rent.

On August 1, 2025, the Landlord provided an updated statement indicating further payments were made, reducing the arrears to \$6,466.29.

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 \$6,466.29.

Termination of the tenancy agreement ad eviction

In consideration of the Tenant's failure to pay rent in full, and the 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 \$6,466.29 (p. 41(4)(a));
- requiring to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on December 31, 2025, unless the arrears are paid in full and the monthly rents for August through December 2025, are paid in full (p. 41(4)(c), ss. 83(2)); and

- evicting the Tenant from the rental premises on January 1, 2025, should the tenancy agreement be terminated (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer