

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

LW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 14, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DW, representing the Applicant

Date of Decision: August 14, 2025

REASONS FOR DECISION

An application to a rental officer made by THA on behalf of HNT as the Applicant/Landlord against LAW as the Respondent/Tenant was filed by the Rental Office July 11, 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 on time or in full, resulting the accumulation of arrears. An order was sought for arrears, pay future rent, termination of the tenancy agreement, and eviction.

A hearing was scheduled for August 14, 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 tenancy agreement between the parties commencing November 30, 2021. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

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 claimed 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 multiple 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 rent was based on income. The statement showed the Tenant maintained an arrears balance from the start of the tenancy. At the time of the application, the monthly rent charge was \$555.00, with arrears of \$5,680.54. The arrears equated to more than 10 months of unpaid rent.

On August 13, 2025, an updated statement was provided showed payments were made. However, the arrears increased to \$6,245.54.

The Rental Officer noted the last notice was provided in October 2024. The Landlord's representative testified conversations were held regarding the rent account, and repayment. The Landlord's representative also stated the Tenant was currently unemployed.

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 \$6,245.54.

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 \$6,245.54 (p. 41(4)(a));
- requiring to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement on December 31, 2025, unless \$3,000.00 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)); and
- evicting the Tenant from the rental premises on January 1, 2026, should the tenancy agreement be terminated (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer