

IN THE MATTER between **HN**, Applicant, and **SH**, 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 Fort Resolution in the Northwest
Territories**;

BETWEEN:

HN

Applicant/Landlord

-and-

SH

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 27, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	August 27, 2025

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HN as the Applicant/Landlord against SH as the Respondent/Tenant was filed by the Rental Office July 24, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by registered mail on August 13, 2025.

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

A hearing was scheduled for August 27, 2025, by three-way teleconference. MU 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.

Preliminary matters

The Rental Officer noted the Respondent's name on the Application was SH, whereas the name on the tenancy agreement was SRH. The Applicant confirmed Robert was the Respondent's middle name, no change to the style of cause was required.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from March 10, 2023 to June 30, 2023. After which continued as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy 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 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 arrears 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 .../3

statement indicated the Tenant's calculated rent was based on income. Prior to the application the monthly rent charge was \$75.00. At the time of the application the monthly rent increased to \$580.00, and there was an arrears balance of \$1,275.00.

On August 26, 2025, an updated statement was provided indicating the Tenant failed to pay August rent, and the arrears had increased to \$1,855.00.

During the hearing the Landlord's representative stated the Tenant's payments are inconsistent. The Representative stated the Tenant contacted their office to request a rent reassessment as of July 1, 2025, due to being unemployed. The Tenant provided documentary proof to the Landlord, and was waiting for an updated rent assessment. They stated the Tenant was working with the Landlord, and withdrew the request for terminate the tenancy agreement and eviction.

As the statement did not give a full rental history, the Rental Officer questioned, and the Landlord's representative verified the rent account always carried an arrears balance, and there were no tenant damages applied to the account. The Rental Officer also questioned, and the Representative confirmed the reassessment could change the rent charge and arrears for July and August 2025. The \$795.00 as June 1, 2025, is a confirmed balance.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$795.00.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord arrears in the amount of \$795.00 (p 41(4)(a));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));

Jerry Vanhantsaeme
Rental Officer