

IN THE MATTER between **HN**, Applicant, and **RL**, 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-

RL

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 28, 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 28, 2025

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HN as the Applicant/Landlord against RL 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 7, 2025.

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

A hearing was scheduled for August 28, 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.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from December 10, 2015, to March 31, 2016. 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.

Previous orders

Rental Officer Order #17867, dated February 14, 2023, requiring the Respondent to pay \$60.00 in arrears, and pay future rent on time.

Rental Officer Order #17443, dated February 7th, 2022, requiring the Respondent to pay \$4,171.81 in arrears.

From this point forward the Applicant will be known as the Landlord and the Respondent known 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. The Landlord's representative recognized there were

payments for a previous order. The Landlord noted the Tenant has not filed their taxes to have their rent assessed, resulting being charged maximum rent. They also noted, filing their taxes, could adjust the rent. They also pointed to the Tenant failing to pay rent for 19 months. When reaching out, the Tenant has been non-responsive.

To support the Landlord's 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 statement indicated the Tenant's calculated rent was based on income. At the time of the application the monthly rent was \$1,545.00. The month prior, the rent charge was \$75.00. The statement noted the Tenant to have accrued \$3,195.00 in rental arrears.

On August 27, 2025, the Landlord provided an updated statement showing the Tenant did not pay rent again, increasing the arrears to \$4,740.00.

The Rental Officer questioned, and the Landlord's representative confirmed if the Tenant was to address their taxes, the rent would be reassessed, with a possible reduction in arrears. After removing the maximum rent charge for July and August 2025, I found the Tenant accumulated rental arrears in the amount of \$2,400.00.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant's repeated failure to pay rent in full when due and accumulated rental arrears in the amount of \$2,400.00.

Termination of the tenancy agreement and eviction

In consideration of the Tenant's repeated failure to pay rental for over 1.5 years, and the accumulation of arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$2,400.00 (p. 41(4)(a));
- terminating the tenancy agreement on October 5, 2025 (p. 41(4)(c)); and

- evicting the Tenants from the rental premises on October 6, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer