

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

IS

Respondent/Tenant

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 IS 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 5, 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 November 5, 2019, to January 31, 2020. 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.

The Rental Officer issued a conditional termination and eviction order on June 18, 2024. The Tenant failed to adhere to the terms of the order resulting in the tenancy being terminated on September 30, 2024. As the tenancy was terminated, the Applicant had the authority to proceed with evicting the Respondent. However, they did not do so within an acceptable time frame. As a result, I find the Landlord reinstated the tenancy agreement.

Previous orders

Rental Officer Order #17868, dated February 10, 2023, requiring the Respondent pay \$2,310.00 in arrears, pay future rent on time, terminating the tenancy agreement on March 31, 2023, unless the arrears and monthly rent for march for a total amount of \$2,655.00 is paid in full, should the tenancy agreement be terminated, evict the Respondent from the rental premises on March 31, 2023.

Rental Officer Order #18284, dated June 18, 2025, requiring the Respondent pay \$2,310.00 in arrears, pay future rent on time, terminate the tenancy agreement on September 30, 2024, unless the arrears, are paid in full and the subsidized rents for July through August are paid in full and should the tenancy agreement be terminated, evict the Respondent from the rental premises on October 1, 2024.

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 Representative stated in 2024, the Tenant was taken to the rental officer, and an order was issued. This resulted in the Tenant working with the Landlord to maintain the tenancy. The Landlord's representative stated, in the past year, the Tenant has missed multiple payments. The Representative stated they talked with the Tenant in December and at that time the Tenant promised to make payments towards arrears but has not followed through. There has been no communications with the Tenant since December 2024.

To support the Landlord's claim, entered into evidence was a lease balance statement and multiple notice letters.

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 rent was based on income. At the time of the application the monthly rent was \$150.00, with a balance owing of \$5,546.71. The statement also included \$766.71 damage charge. Damages are not considered arrears. After removing the damage charge the balance owing was \$4,780.00.

On August 27, 2025, the Landlord provided an updated statement showing a payment was made but nothing for the month of August and the amount paid was less than the calculated rent.

The Rental Officer questioned the current rent and the Landlord's representative stated the current rent is being paid by an assistance provider and the Tenant would need to update them on the new rent calculation.

In review of the statement provided in the application and update statement, I calculated since the July 2024 the Tenant was charge \$1,200.00 for rent, and paid \$1,315.00. This would provide them with a \$115.00 rent credit or an amount for the previous orders. I do however, find Tenant inconsistent in making their rent payments.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant is not making payments on time or in full. However, they do have some form of credit, whether it be towards a previous order or future

rent. I do not find the Landlord's request to terminate the tenancy agreement and evict the Tenant to be justified.

Orders

An order will be issued:

- requiring the Tenant to make future payments on time and in full (p. 41(4)(b)).

Jerry Vanhantsaeme
Rental Officer