

IN THE MATTER between **FRHA**, Applicant, and **RM and MW**, Respondents;

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 **Renee Fougere**, Rental Officer, regarding a rental premises located within the **Hamlet of Fort Resolution in the Northwest Territories**;

BETWEEN:

FRHA

Applicant/Landlord

-and-

RM and MW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 17, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: MU, representing the Applicant

RM, as Respondent

Date of Decision: September 24, 2025

REASONS FOR DECISION

An application to a rental officer made by FRHA as the Applicant/Landlord against RM and MW as the Respondents/Tenants was filed by the Rental Office on August 19, 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, RM, by personal service on August 26, 2025, and the Respondent, MW was served by email, and deemed served on August 29, 2025.

The Applicant claims the Respondents failed to pay rent in full, and on time, resulting in the accumulation of rental arrears. An order was sought for payments of arrears.

A hearing was scheduled for September 17, 2025, by three-way conference. MU appeared representing the Applicant. RM appeared as one of the Respondents. MW did not appear, nor did anyone on her behalf. The hearing proceeded in MW's absence, pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony provided.

From this point forward, the Applicant will be known as the Landlord and the Respondents as the Tenants.

Tenancy Agreement

The Applicant provided evidence of a written month-to-month residential tenancy agreement between the parties commencing January 1, 2017. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous Orders

Rental Officer Order #16684, dated October 10, 2020 required the Respondents to pay arrears in the amount of \$2,805.00, pay their rent on time in the future, terminated the tenancy agreement on April 30, 2020, and if their tenancy was terminated, evict the Respondents from the rental premises on May 1, 2020.

Rental Officer Order #10-7941, dated September 4, 2004, required the Respondents to pay arrears in the amount of \$650.00.

Rental Officer Order #10-14391, dated December 17, 2014, required the Respondents to pay rental arrears in the amount of \$16,754.00, terminated the tenancy agreement on April 30, 2019, and their tenancy would be terminated unless the amount of \$440.00 was paid on or before that date, and that future rent be paid on time.

Arrears

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance to the terms set out in the tenancy agreement.

The Landlord claims the Tenants failed to pay rent, resulting in the accumulation of arrears. To support the Landlord's claim, a lease balance statement was provided as evidence. During the hearing, the Tenant acknowledged the arrears of \$11,566.24. I am satisfied the Tenants have arrears owing in the amount of \$11,566.24.

Order

An order will be issued:

- requiring the Tenants to pay the Landlord arrears in the amount of \$11,566.24 (p. 41(4)(a)); and,
- requiring the Tenants to pay future rent on time (p.41(4)(b)).

Renee Fougere
Rental Officer