

IN THE MATTER between **HNT**, Applicant, and **RE**, 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:

HNT

Applicant/Landlord

-and-

RE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 18, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MU, representing the Applicant
<u>Date of Decision:</u>	November 19, 2025

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against RE as the Respondent/Tenant was filed by the Rental Office on 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 and deemed served on August 9, 2025.

The Applicant alleged the Respondent failed to pay rent, resulting in 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 September 9, 2025, but upon request of the Applicant was rescheduled to October 16, 2025, then again to November 19, 2025. The hearing proceeded on November 18, 2025, by three-way teleconference. MU appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. Pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondent's absence. I reserved my decision to review the evidence and the testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized housing starting January 19, 2015. The 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 #10-8010, dated September 14, 2004, required the Respondent pay \$92.00 in rental arrears and pay future rent on time.

Rental Officer Order #10-15132, dated August 9, 2016, required the Respondent pay \$705.00 in rental arrears and pay future rent on time.

Rental Officer Order #16318, dated March 8, 2019, required the Respondent pay \$2,815.00 in rental arrears and future rent on time.

Rental Officer Order #16884, dated May 26, 2020, required the Respondent pay \$2,670.00 in rental arrears, terminate the tenancy agreement between the parties on August 31, 2020, unless the arrears were paid in full and the monthly rents for June through August 2020 were paid in full.

Rental Officer Order #17203, dated April 26, 2021, required the Respondent pay \$3,345.00 in rental arrears, terminate the tenancy agreement on May 31, 2021 and evict the Respondent from the rental premises on June 1, 2021.

Rental Officer Order #17440, dated January 25, 2022 required the Respondent pay \$3,735.00 in rental arrears, pay future rent on time, terminate the tenancy agreement between the parties on April 30, 2022 unless at least \$300.00 is paid each month toward the total rental arrears of \$7,248.04 and the monthly subsidized rents for February through April were paid on time, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on May 1, 2022.

Rental Officer Order #17873, dated February 27, 2023, required the Respondent pay \$6,760.00 in rental arrears, terminate the tenancy agreement on February 28, 2023, and evict the Respondent from the rental premises on March 1, 2023.

Rental Officer Order #18448, dated December 2, 2024, required the Respondent pay \$9,681.00, terminate the tenancy agreement on December 31, 2024, and for the Respondent to vacate the rental premises, and evict the Respondent from the rental premises on January 2, 2025

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 claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears.

To support the claim, entered into evidence was a lease balance statement, multiple arrears notices and a signed repayment agreement dated May 23, 2025 whereas the Tenant agreed to pay \$300.00 per month towards the arrears.

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 at the time of the application the monthly rent charge was \$75.00, no payments had been received since Order #18448 had been issued, and the total arrears owed by the Tenant was \$16,157.22. The statement also included a tenant damage invoice of \$466.22. Damages are not considered arrears.

On November 14, 2025, the Landlord provided an updated statement showing no payments had been made since the application was filed. The Landlord also submitted a letter sent to the Tenant advising them balance of the tenancy account, and associated notes.

In review of the evidence, the Tenant failed to adhere to their signed repayment agreement, and since the previous order, the Tenant has not made any payments towards the rent or arrears, despite signing an arrears payment agreement.

I am satisfied the lease balance statement accurately reflects the 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 \$ 900.00.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant has made no attempts to address their rent account for over two years, which encompasses two previous orders. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$900.00 (p.41(4)(a));
- requiring the Tenant to pay future rent in full (p. 41(4)(b));
- terminating the tenancy agreement between the parties on January 11, 2026 (p. 41(4)(c)); and
- evicting the Tenant from the rental premises on January 12, 2026 (p. 63(4)).

Jerry Vanhantsaeme
Rental Officer