

IN THE MATTER between **HN**, Applicant, and **LD and GM**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **Town of Fort Smith in the Northwest Territories**;

BETWEEN:

HN

Applicant/Landlord

-and-

LD and GM

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **November 12, 2025**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **JY and PM, representing the Applicant**
GM, representing the Respondents

Date of Decision: **November 12, 2025**

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HN as the Applicant/Landlord against LD and GM as the Respondents/Tenants was filed by the Rental Office October 2, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was personally served on the Respondents on October 15, 2025.

The Applicant claimed the Respondents had repeatedly not paid their rent when due and had accrued significant arrears. An order was sought for payment of arrears, for rent to be paid on time, as for termination of the tenancy agreement.

A hearing was held on November 12, 2025, by three-way teleconference. JY and PM appeared representing the Applicant. GM appeared on behalf of the Respondents, as LD was not available.

Tenancy agreement

The Applicant provided as evidence the written tenancy agreement between the parties for subsidized public housing, commencing on July 2, 2022, and continuing month-to-month. Subsidized rent is currently \$610.00 per month.

I am satisfied there is a valid tenancy agreement in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statement provided as evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' account. According to the updated statement, dated November 10, 2025, the Respondents currently have rental arrears owing in the amount of \$27,456.00.

At the hearing the Respondent testified that since the statement was printed they had made an additional payment of \$250. This payment was confirmed by the Applicant, bringing the arrears to \$27,206.00.

I am satisfied the lease balance statement accurately reflects the current status of the Respondents' rent account and find they have rental arrears owing in the amount of \$27,206.00.

Termination of the tenancy agreement

According to the lease balance statement provided as evidence the Respondents have repeatedly breached their obligation to pay their rent when due. In the 2022/23 rental year their rent was \$80.00 per month and at the end of that period they had a credit balance. In July 2023 their rent went to \$1,625.00 and they struggled to make full payments, and their arrears rose to \$13,511.00 by July 1, 2024. Although the rent was decreased to \$1,295.00 in July 2024 and is currently \$610.00 per month, they continued to accrue arrears. In the period from August 2024 to January 2025, they paid no rent and then from February to November 2025, only partial rent was paid resulting in the arrears climbing to their current level.

The Applicant provided as evidence copies of notices to the Respondents about the arrears, including notices sent in February, March and April 2025, as well as an agreement to pay dated April 16, 2025, where the Respondents agreed to pay \$1,400.00 per month on rent and arrears. The Respondents did not comply with their agreement.

The Respondent did not dispute the amount owing or the agreement to pay. They testified after signing the agreement in April 2025, their contract was not renewed and they were not employed. Their spouse has had medical issues and was not able to work. They acknowledged that they should have spoken to their Landlord. They stated they now have a new job with full time work and are finally in a position to do something about the rent and arrears. They suggested they could make payments of \$1,220.00 each month on their arrears and rent - \$610.00 for rent and \$610.00 against the arrears.

Based on the evidence and testimony I am satisfied that the Respondents have repeatedly breached their obligation under subsection 41(1) to pay their rent when due, and I find that termination of their tenancy agreement is justified. Furthermore, considering the amount of the arrears and the repeated breaches of their obligations to pay rent when due, eviction is also justified.

With the agreement of the Applicant, the termination will be conditional and month-to-month for the period December 2025 to May 2026. If, in each of these months, the Respondents pay their rent and at least \$610.00 on the rental arrears their tenancy will continue, if they are not able to comply with these conditions, their tenancy will terminate at the end of that month, with eviction to follow on the first day of the following month.

Orders

An order will issue:

1. requiring the Respondents to pay rental arrears owing in the amount of \$27,206.00 (p. 41(4)(a));

2. requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
3. terminating the tenancy agreement between the parties and requiring the Respondents to vacate the rental premises (p. 41(4)(c) and ss 83(2)):
 - (a) on December 31, 2025, unless rent for December is paid when due and at least \$610.00 is paid against the rental arrears;
 - (b) on January 31, 2026, unless rent for January is paid when due and at least \$610.00 is paid against the rental arrears;
 - (c) on February 28, 2026, unless rent for February is paid when due and at least \$610.00 is paid against the rental arrears;
 - (d) on March 31, 2026, unless rent for March is paid when due and at least \$610.00 is paid against the rental arrears;
 - (e) on April 30, 2026, unless rent for April is paid when due and at least \$610.00 is paid against the rental arrears;
 - (f) on May 31, 2026, unless rent for May is paid when due and at least \$610.00 is paid against the rental arrears.
4. evicting the Respondents from the rental premises (p. 63(4)(a) and ss 83(2)) ;
 - (a) on January 1, 2026, if the tenancy agreement between the parties is terminated in accordance with paragraph 3(a) of this order;
 - (b) on February 1, 2026, if the tenancy agreement between the parties is terminated in accordance this order;
 - (c) on March 1, 2026, if the tenancy agreement between the parties is terminated in accordance this order;
 - (d) on April 1, 2026, if the tenancy agreement between the parties is terminated in accordance with this order;
 - (e) on May 1, 2026, if the tenancy agreement between the parties is terminated in accordance with this order;
 - (f) on June 1, 2026, if the tenancy agreement between the parties is terminated in accordance with this order.