

IN THE MATTER between **HNT**, Applicant, and **MS and TK**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **Town of Fort Smith in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MS AND TK

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 5, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	PM, representing the Applicant
	MS, representing the Respondents
	TK, representing the Respondents
Date of Decision:	November 15, 2025

REASONS FOR DECISION

An application to a rental officer made by FSHA as the Applicant/Landlord against MS and TK as the Respondents/Tenants was filed by the Rental Office on 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 alleged the Respondents failed to pay rent on time, resulting in the accumulation of arrears, caused damages to the rental premise, caused disturbances and not complied with obligations of the tenancy agreement. An order was sought for arrears, pay future rent on time, costs of repairs, comply with the obligations of the tenancy agreement, termination of the tenancy agreement and eviction.

A hearing was scheduled for November 5, 2025, by three-way teleconference. PM appeared to represent the Applicant. MS and TK appeared to represent the Respondents. I reserved my decision for the parties to address a rent issue and provide additional requested information, and to review the evidence and testimony.

Preliminary matter

In the application, the Applicant is referred to as FSHA. According to the tenancy agreement, FSHA is the agent acting on behalf of the NTHC. The NTHC has rebranded and changed its name to HNT. As a result, the style of cause has been amended to reference HNT as the Applicant.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized housing commencing on October 4, 2019. 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 #17768, dated November 9, 2022, required the Respondents to pay \$3,662.00 in arrears, and pay future rent on time.

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

Rental arrears and reporting of income

Subsection 41(1) of the Act states, a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified in the tenancy agreement.

The Landlord's representative testified the last time the Tenant's rent account was in good standing was January 9, 2024. After that, the Tenants started accumulating arrears. The Landlord also noted in July 2025, the rent increased to the maximum charge due to the Tenant's not filing taxes. To support the claim was a lease balance statement, two arrears notices and four notices for the Tenants to file taxes to obtain a rent subsidy.

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 charge was \$1,625.00 and they had arrears of \$6,809.93. The statement also included a damage payment of \$175.34 on July 24, 2025, for damages the previous year. There was also a September 11, 2025, damage charge of \$662.59. Damages are not considered arrears.

The Tenants acknowledged the arrears and their responsibility to pay rent. A Tenant spoke about now being employed, and put forward a plan to address the arrears.

The Rental Officer pointed to the Tenant's obligation to report income in accordance with section 6 of the tenancy agreement. The Tenants acknowledged the breach of the obligation. The Rental Officer pointed to the maximum charge. A Tenant stated part of the issue was a shared mail box, and need to take responsibility, and address their tax issue. The Rental Officer pointed the difference of non-reporting and reporting and the likelihood of lower arrears. The Landlord offered to work with the Tenants to have the rent reassessed.

As the parties confirmed a payment was made prior to the hearing and the plan to make a large sum payment, the Rental Officer requested and was provided an updated statement.

In view of the new statement, there was no change to the rent charge, but the arrears were reduced. After removing the damage charge, the balance remaining was \$6,297.34.

I am satisfied the statement accurately reflects the Tenants rent account and the Tenants have rental arrears in the amount of \$6,297.34.

Additional obligations

Subsection 45(1) of the Act states, where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances. Section 8 of the written tenancy agreement refers to the Tenants' obligation to maintain the utility account.

The Landlord's representative spoke to the issue of the Tenants not maintaining the utility

account. The Landlord stated they were informed the Tenants had issues maintaining the utility account. To support the claim, were four notices provided to the Tenants from early to mid-2024.

A Tenant acknowledged the claim, and stated they fell behind on rent due to personal and health issues and working to address the utility account.

Damages

Under subsection 42(1) of the *Act*, a tenant shall repair damages to the rental premises and the residential complex caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant, and under paragraph 42(3)(e) of the *Act*, where, on the application of a landlord, a rental officer determines that a tenant has breached the obligation imposed by this section, the rental officer may make an order (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Landlord stated a window in the rental premises had been damaged and the cost of repairs was \$662.59. To support the claim was an invoice and a letter to the Tenant. The Landlord also noted there were other damages to the rental premises but the Landlord was not seeking compensation for those repairs.

In response to the claim, a Tenant spoke to the other damages but acknowledged they were not charged. A Tenant stated an unauthorized occupant was attempting access and took a shovel to the window, and were subsequently charged. The Tenant questioned if they were responsibility because damage was not due to their negligence. The Rental Officer pointed to responsibility for the rental premises and reporting. It was noted to the Tenants they may need to take legal action against the person who did the damage to recover the costs of the broken window. A Tenant stated they decided to pay the cost of the window themselves. The Tenant spoke to payment against the window. In review of the updated statement, the payment spoken to was in relation to previous damages.

The Rental Officer questioned the Landlord's representative the lack of a work order accompanying the invoice. In response, the Landlord's representative confirmed only the invoice was provided.

The Rental Officer questioned, and the Landlord confirmed the window was from 2010. The useful life of window glass is 15 years. The depreciation value is \$44.17 ($\$622.59 \div 15$ years). While the window was in installed in 2010, there would be one year of useful life remaining in the glass. Total approved costs for replacement of the window is \$44.17.

Disturbances

Section 43 of the *Act* states: “a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex. Section 12(c) of the written tenancy agreement refers to the Tenant’s obligation to not disturb the landlord and other tenants’ possession or enjoyment of the rental premises or residential complex.

The Landlord’s representative spoke to a February 14, 2025, recording on the associated notes. The note indicated the Landlord received a complaint of trafficking from the rental premises and people are concerned for safety. The Landlord’s representative also spoke to a June 30, 2025, recording on the associated notes, whereas there was a social media message of the Tenants having an argument. The Landlord also spoke to a letter sent to the August 8, 2025, regarding disturbances. The August letter was not submitted into evidence. The Landlord’s representative also spoke to an email from the maintenance foreman regarding possible illicit drug use at the rental premises and concern for safety.

The Tenant stated the claim of the argument and trafficking was hearsay. The Tenant also disputed the email about drug use, and provided reasoning.

In review of the evidence and testimony, I am not satisfied there is sufficient reasoning to determine the Tenant has caused disturbances. The claim for disturbances is **denied**.

Termination of the tenancy agreement and eviction

Based on the amount of arrears accumulated by the Tenants, the Landlord’s request for termination of the tenancy agreement and eviction are justified. However, the Tenants have committed to addressing the arrears and to file their taxes in order to obtain a subsidy. A conditional order for termination and eviction will be issued based on the reporting of income.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$6,297.34 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time and in full (p. 41(4)(b));
- requiring the Tenants to report household income as required under section 6 of the tenancy agreement by December 15, 2025 (p. 45(4)(a), ss. 80(2));
- requiring the Tenants comply with their obligation to report household income in accordance with section 6 of the written tenancy agreement by December 15, 2025 (p. 45(4)(a), ss. 80(2));

- requiring the Tenants pay to the Landlord the cost of repairs in the amount of \$44.17 (p. 42(3)(e)).
- requiring the Tenant to comply with their obligation to pay utilities in accordance to section 8 of the tenancy agreement and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement on December 16, 2025, unless the Tenants have reported household income to the Landlord by December 15, 2025 (p. 45(4)(e), ss. 83(2)); and
- should the tenancy agreement be terminated on December 16, 2025, evicting the Tenants from the rental premises on December 17, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer