

IN THE MATTER between **HNT**, Applicant, and **JQ and Estate of BS**, 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 Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

JQ AND ESTATE OF BS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 13, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AS, representing the Applicant
	JQ, representing the Respondent
<u>Date of Decision:</u>	November 13, 2025

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HT as the Applicant/Landlord against the and JQ and the Estate of BS as the Respondents/Tenants. The application was filed by the Rental Office on October 6, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondents by personal service on October 21, 2025.

The Applicant alleged the Respondents failed to pay rent on time and in full and accumulated arrears. An order was sought for payment of arrears.

A hearing was scheduled for November 13, 2025, by three-way teleconference. AS appeared to represent the Applicant. JQ appeared to represent the Respondents. I reserved my decision for the Applicant to provide an updated statement and to review the evidence and testimony.

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

Preliminary matters

The Respondents under the application to a rental officer were noted as BS and JQ. Evidence presented by the Landlord indicated that BS had passed away on August 6, 2025. The Landlord then entered into a new tenancy agreement with JQ. The style of cause will be changed from BS and JQ to JQ and the Estate of BS.

Tenancy agreement

The evidence and testimony presented established that there was a month-to-month tenancy agreement for subsidized public housing commencing on June 11, 2019, and ended on August 6, 2025, when a tenant passed away. The Landlord's representative confirmed they entered into a sole tenancy with the surviving Tenant. The tenancy agreement was signed by all parties. I am satisfied that a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

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

The Landlord claimed the Tenants 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.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenants' rent account. .../3

The statement indicated the last time the Tenant was in a zero or positive balance on the rent account was February 1, 2024. At the time of the application the monthly rent charge was \$1,625.00 and the arrears balance was \$5,886.00, which equated to more than 3.5 months of unpaid rent.

The Landlord's representative testified that the Tenant had made payments and the arrears were reduced to \$5,275.00. Upon request the Landlord's representative provided an updated statement.

The Tenant did not dispute the claim.

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 \$5,275.00.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$5,275.00 (p. 41(4)(a));

Jerry Vanhantsaeme
Rental Officer