

IN THE MATTER between **HNT**, Applicant, and **DB**, 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 **Town of Fort Smith in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **December 17, 2025**

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

Appearances at Hearing: **PM, representing the Applicant**

JY, representing the Applicant

Date of Decision: **December 17, 2025**

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against DB as the Respondent/Tenant was filed by the Rental Office September 24, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was served on the Respondent by registered mail but could not be considered deemed in accordance with subsection 71(5) and subparagraph 76(1)(b)(i) of the Act. The filed application and undated hearing schedule of Attendance were personally served on the Respondent November 12, 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 on time.

A hearing was originally scheduled for October 30, 2025. Due to improper service and requirement for rescheduling, the rescheduled hearing took place on December 17, 2025, by three-way teleconference. PM and JY 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 Respondents' absence. I reserved my decision for the Applicant to provide an updated statement and to review the evidence and testimony.

Preliminary matters

The application referred to FSHA as the Landlord. According to the tenancy agreement, FSHA is the agent acting on behalf of the NHC. The NHC 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 residential tenancy agreement for subsidized housing under the Home ownership Entry Level Program (HELP) commencing April 1, 2014. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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.

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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 and an arrears notice dated August 6, 2025.

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. At the time of the application the monthly rent charge was \$400.00 and the arrears balance was \$3,889.00.

The Landlord's representative testified the Tenant made payments towards the rent account and the balance owing was \$2,189.00.

The Rental Officer questioned and the Landlord confirmed the last zero or positive balance on the rent account was August 5, 2022, and there were no damage charges recorded on the rent account. The Landlord's representative testimony was supported by providing an updated statement.

I am satisfied the lease balance statement accurately reflect 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 \$2,189.00.

Orders

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$2,189.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));

Jerry Vanhantsaeme
Rental Officer