

IN THE MATTER between **HNT**, Applicant, and **AC and CG**, 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 **Village of Fort Simpson in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

AC AND CG

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 2, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GG, representing the Applicant

Date of Decision: December 4, 2025

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against AC and CG as the Respondents/Tenants was filed by the Rental Office on October 22, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondents by registered mail and deemed served on November 19, 2025.

The Applicant alleged that the Respondents failed to pay rent and accumulated arrears. An order was sought for arrears, pay future rent, terminate the tenancy agreement and eviction.

A hearing was scheduled for December 2, 2025, by three-way teleconference. GG appeared to represent the Applicant. The Respondents 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 requested documents, and to review the evidence and testimony.

Tenancy agreement

Evidence was presented establishing a fixed term residential tenancy agreement between the parties for subsidized public housing from April 1, 2018 to September 30, 2018, after which the tenancy was renewed as a month-to-month tenancy. The Landlord and one of the Respondents signed the tenancy agreement. 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 Respondents as the Tenants.

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 Tenants failed to pay rent on time and in full, resulting in the accumulation substantial arrears. To support the claim, entered into evidence was a lease balance statement, statements of account, arrear notices, associated notes, and an unsigned repayment agreement.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received on Tenant's rent account. The

statement indicated the last time the Tenants had a zero or positive balance on the rent account was July 6, 2022. At the time of the application, the monthly rent charge was \$1,295.00, and the arrears balance was \$27,598.71, which equated to over 21.25 months of unpaid rent.

The Landlord's representative stated at the time of the hearing the arrears grew to \$31,483.71. The Landlord's representative also stated prior to filing the application, they attempted to work with the Tenants to address the debt. However, the Tenants failed to respond.

Upon request, on December 3, 2025, the Landlord provided an updated statement. The statement showed there were no payments towards the rent account since August 27, 2025, and confirmed the arrears balance of \$31,483.71. The balance equated to over 24.25 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenants repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$31,483.71.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenants have shown a history of not maintaining their rent account, resulting in a substantial amount of arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. As the Landlord indicated they wanted the Tenants to pay future rent on time, a conditional order for termination and eviction will be issue.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$31,483.71 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement between the parties on January 31, 2026, unless the arrears balance of \$31,483.71 is paid in full and the monthly rent for January 2026 is paid in full (p. 41(4)(c), ss 83(2)); and

- evicting the Tenants from the rental premises on February 1, 2026, should the tenancy agreement be terminated on January 31, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer