

IN THE MATTER between **HNT**, Applicant, and **DD and AT**, 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,

BETWEEN:

HNT

Applicant/Landlord

-and-

DD and AT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 28, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PM, representing the Applicant
DD and AT, Respondents

Date of Decision: January 28, 2026

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against DD and AT 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 not complied with a previous rental officer order file number 17771. They sought an order for payment of rental arrears, to pay rent on time in the future, as well as termination of the tenancy and eviction.

A hearing was held on November 5, 2025, by three-way teleconference. JY attended the hearing representing the Applicant. The Respondents/Tenants DD and AT attended the hearing. The hearing was adjourned to allow the parties more time to work together on a re-assessment of the rent and to set up a payment plan.

The hearing resumed on January 28, 2026, by three-way teleconference. PM appeared representing the Applicant. The Respondents, DD and AT appeared. AT appeared at 11:14 a.m. after the hearing had begun, but was sworn in by affirmation at that time.

Preliminary matter

The Application was made by the FSHA, however, it was clarified that the HA is an agent acting on behalf of HNT, and the style of cause was amended accordingly.

Previous order

Previous Rental Officer order file #17771 - HTHC v. DD and AT was issued on December 7, 2022, requiring the Respondents to pay rental arrears owing in the amount of \$3,650.00, and pay rent on time in the future.

Based on evidence and testimony provided by the Applicant, after this order was issued the rent was re-assessed and reduced from \$610.00 to \$365.00 per month for the last six months leading up to the hearing, bringing the amount owing for rental arrears from \$3,650.00 to \$2,180.00. Only two payments of \$35.00 each were made against these arrears, bringing the balance owing that can still be enforced to \$2,110.00.

Tenancy agreement

The Applicant provided as evidence the written tenancy agreement between the parties for subsidized public housing, commencing on November 23, 2021, and continuing month to month. When the application was filed the Respondents had not provided their income information and were being charged full market rent of \$1,625.00 beginning in July 2024. After the hearing was adjourned in November 2025, the Respondents provided income information and the rent was re-assessed and adjustments were made. The subsidized rent is currently \$160.00 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 January 26, 2026, the Respondents currently have rental arrears owing in the amount of \$11,090.00.

The updated statement was personally served by the Applicant to the Respondents on January 26, 2026. Although the Respondents declined to sign the proof of service document and was abusive to the Landlord, it is clear from their testimony that they did receive the statement. I have accepted that the document was personally served. At the hearing I explained that the Landlord had a right to serve documents personally to the Tenants, and it was the responsibility of the Tenants to try to work with the Landlord.

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 \$11,090.00. Of this amount \$2,110.00 has been previously ordered and can still be enforced, leaving \$8,980.00 that can be ordered.

Termination and eviction

According to the lease balance statement provided as evidence the Respondents have not complied with the previous order, and with their obligations under subsection 41(1) of the

Residential Tenancies Act (the Act) to pay their rent when due. The last time the Respondents had paid their rent in full was December 2023. In 2024 they made four partial payments on their rent, and in 2025 they made no payments at all on their rent.

At the hearing the Respondents claimed that they were not aware that their rent was not being paid as it was supposed to be automatically paid each month by ECE (government). They promised to contact the government to find out what had happened to their payments. They also claimed that they were not aware of the arrears until they received the updated statement dated January 26, 2026.

I pointed out to them that under the Act and their tenancy agreement they were responsible for making sure that their payments were made. From the statements presented with the application and discussed at the hearing in November it was clear that they had repeatedly not paid their rent when due. Although the rent had been adjusted, this does not change the fact that no rent was paid in the last year, nor has any rent been paid since the last hearing in November when the Respondents promised to set up a payment plan. The Applicant testified that regular statements were provided to the Respondents.

Based on the evidence and testimony I am satisfied that the Respondents have repeatedly not paid their rent when due and termination of their tenancy and eviction are justified. However, based on the testimony at the hearing today and with the agreement of the Applicant, the order will be conditional. The tenancy will be terminated on April 30, 2026, unless the Respondents pay their rent for February, March and April 2026, and pay at least \$8,980.00 on their rental arrears. If the tenancy is terminated then they shall be evicted May 1, 2026.

I note that the Respondents still owe \$2,110.00 on their previous order, although I have not included it in the conditions for termination, this amount is still outstanding and can be enforced by the Landlord.

Tenant raising issues at hearing

Under subsection 68(2) of the Act, at a hearing of an application to terminate a tenancy or evict a tenant, a rental officer may permit a tenant to raise any issue that could be the subject of an application under the Act, and the rental officer may, if they consider it appropriate made on order on the issue.

At the hearing the Respondents made a number of complaints about the condition of their rental unit when they moved in including that it was dirty and there was garbage and dog poop in the yard they had to clean up. They said the house was cold, there are bed bugs and the toilet was not working. They had complained to the landlord about the toilet but nothing had been done. The Applicant reported that they were not aware of these issues and offered to come with the maintenance person to fix it.

In this case no order will issue, the Respondents has not provided any evidence to support the allegations made at today's hearing. Also, the Applicant agreed to address their issues with the toilet the following day.

I encouraged the Respondents to make an application to the Rental Office if in the future they raise issues with the condition of the rental unit and they are not dealt with by their landlord.

Orders

An order will issue:

- requiring the Respondents to pay rental arrears owing in the amount of \$8,980.00 (p. 41(4)(a));
- requiring the Respondents to pay their rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement between the parties and requiring the Respondents to vacate the rental premises on April 30, 2026, unless rent for February, March and April 2026 is paid when due and at least \$8,980.00 is paid against the rental arrears (p. 41(4)(c) and ss. 83(2)); and
- evicting the Respondents from the rental premises on May 1, 2026, if the tenancy agreement between the parties is terminated in accordance with this order (p. 63(4)(a), ss. 83(2)).

Janice Laycock
Rental Officer