

IN THE MATTER between **Housing NWT**, Applicant, and **MT**, 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 **Village of Fort Simpson in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**MT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 20, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** DC, representing the Applicant  
**Date of Decision:** January 20, 2026

## **REASONS FOR DECISION**

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against MT as the Respondent/Tenant was filed by the Rental Office on October 21, 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 Respondent by email and deemed served on October 31, 2025.

The Applicant alleged the Respondent vacated the rental premises, during the tenancy they failed to pay rent and accumulated arrears. An order was sought for arrears.

A hearing was scheduled for December 2, 2025. Upon request of the Applicant, the hearing was rescheduled and took place on January 20, 2026, by three-way teleconference. DC appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent has failed to appear after receiving sufficient notice of this hearing, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing as a month-to-month tenancy starting December 14, 2018 until the tenancy ended on September 5, 2025. I am satisfied 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 Tenant 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, and associated notes.

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 the last time the Tenant has a zero or positive balance on the rent account was June 15, 2020. At the time of the application the monthly rent charge was \$1,625.00, and the arrears balance was \$22,985.87. The arrears equated to more than 14 months of unpaid rent.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeated failed to pay rent in full when due and accumulated rental arrears in the amount of \$22,985.87.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$22,985.87 (p. 41(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer