

IN THE MATTER between **HNT**, Applicant, and **ML**, 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 Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

ML

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

ML, representing the Respondent

Date of Decision: January 7, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against ML as the Respondent/Tenant was filed by the Rental Office on November 20, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on December 2, 2025.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, caused disturbances, and not complied with additional obligations of the tenancy agreement. An order was sought for the tenant to pay arrears, future rent on time, conditional termination of the tenancy agreement and eviction.

A hearing was scheduled for January 7, 2026, by three-way teleconference. AS appeared to represent the Applicant. ML appeared to represent the Respondent. I reserved my decision for the Applicant to provide an updated statement and to review the evidence and testimony.

Preliminary matters

The rental premises is described as a three bedroom detached unit.

Tenancy agreement

Evidence provided establishing a month-to-month tenancy agreement between the parties for subsidized public housing starting April 1, 2012. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Previous orders

Rental Officer Order #10-14176, dated July 23, 2014, required the Respondent pay \$1,589.12 in rental arrears in monthly installments of \$100.00 starting August 2014 and each month after until the arrears were paid in full, pay future rent on time, and terminate the tenancy agreement between the parties on October 31, 2014, unless the monthly rent and minimum monthly installment payments for rental arrears have been paid on time for the months of August through October 2014.

Rental Officer Order #15825, dated February 7, 2018, required the Respondent pay \$1,295.00 in arrears, pay future rent on time, pay \$961.59 in repair costs, terminate the tenancy agreement on May 31, 2018, unless the arrears and costs for repairs in the amount of \$2,256.59 is paid in full and the rents for February through May are paid on time. And evict the Respondent from the rental premises on June 1, 2018 should the tenancy agreement be terminated.

Rental Officer Order #16623, dated September 20, 2019, required the Respondent pay \$550.00 in arrears, pay future rent on time, terminate the tenancy agreement on February 29, 2020, unless the arrears are paid in full and the monthly rents for October 2019 through February 2020 are paid on time and evict the Respondent from the rental premises on March 1, 2020, should the tenancy agreement be terminated.

Rental Officer Order #17123, dated February 1, 2021, required the Respondent pay \$175.00 in arrears, pay future rent on time, terminate the tenancy agreement on June 30, 2021, unless the arrears are paid in full and the monthly subsidized rents for February through June 2021 are paid on time.

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 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 of arrears. To support the claim, entered into evidence was a lease balance statement, arrears notices, rent statements.

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 was in a zero or positive balance on the rent account was April 9, 2025. At the time of the application the monthly rent charge was \$1,625.00 and the arrears balance was \$6,480.00, which equated to more than 3.75 months of unpaid rent.

The Landlord's representative testified the Tenant had made two payments but the arrears increased to \$9,205.00. Upon request an updated statement was provided.

In response to the claim, the Tenant stated they did not know the arrears were that high and committed to addressing the debt.

The Rental Officer questioned and was advised the rent is based on the total household income and is accurate.

I am satisfied the updated lease balance statement accurately reflects the status of the Tenant's rent account. While the statement indicates January rent was unpaid, the month had just begun. I find the Tenant repeatedly failed to pay rent in full when due and as of December 31, 2025, accumulated arrears in the amount of \$7,580.00. .../4

Pets and disturbances

Subsection 1(4) of the Act states, any damages or disturbances caused by a pet is deemed to be caused by the tenant if the pet is permitted in the residential complex or rental premises by the tenant or by a person permitted in the complex or premises by the tenant.

Section 45(1) of the Act requires a tenant to comply with additional obligations and reasonable house rules included in any written tenancy agreement.

Section 12 of the written tenancy agreement specifies the tenant's agreement to not cause disturbances .

Section 17 of the written house rules specifies that where the landlord has provided permission for the tenant to have a pet, the tenant is responsible to ensure their unit remains accessible to the landlord or its contractors; is responsible for ensuring yard areas are kept clean; is responsible for all damages caused by their pets; must control their pets in a manner that will not disturb other tenants' or nearby residents' quiet enjoyment; must leash and control their pets at all times when outside of the rental premises; and must adhere to all Town of Hay River bylaws.

The Landlord's representative spoke about two dog attacks. The attacks took place in February and October 2025. One of the incidents was the Tenant's dog leaving the property and attacking a neighbour. The second incident was the dog running loose and attacking a person down the road. It was noted bylaw charges were laid, an animal was seized and euthanised. The Landlord's representative requested the Tenant no longer have pets at the rental premises.

The Tenant stated they no longer have dogs. The Rental Officer explained the Tenant is responsible for all damages or disturbances caused by the pet. This would include the dog leaving the rental premises and the actions after leaving it. The Tenant stated they had the dog for a period of time without incident. The Tenant stated they no longer had a dog, so they can maintain their tenancy.

To my mind, paragraph 17 of the house rules governing the keeping of pets is reasonable, and is consistent with the Town of Hay River's bylaws. I am satisfied the Tenant failed to maintain control of their pet when outside the rental premises. I find the Tenant breached their obligation under section 12 of the tenancy agreement and paragraph 17 of the house rules in this regard. I also acknowledged the Tenant no longer had dogs, so they could maintain their tenancy.

Based on the Tenant failing to pay rent and the accumulation of rental arrears, and the Tenant not maintaining control of their dog, I am satisfied the Landlord's request for a conditional termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$ 7,580.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant comply with their obligation not to disturb the Landlord's or other tenants' possession or enjoyment of the rental premises or residential complex and not breach that obligation again (p. 43(3)(a), p 43(3)(b));
- terminate the tenancy agreement between the parties on April 30, 2026, unless the rental arrears of \$7,580.00 and the monthly rents for January through April 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evict the Tenant from the rental premises on May 1, 2026, should the tenancy agreement be terminated on April 30, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer