

IN THE MATTER between **HNT**, Applicant, and **OD**, 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-

OD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 28, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: AS, representing the Applicant
Date of Decision: January 29, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against OD as the Respondent/Tenant was filed by the Rental Office on December 17, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was served on the Respondent by registered mail and deemed served on January 15, 2026.

The Applicant alleged the Respondent failed to pay rent, accumulated arrears, and breached their obligation to report income as required under section 6 of the tenancy agreement. An order was sought for arrears, pay future rent on time and report household income.

A hearing was scheduled for January 28, 2026, by three-way teleconference. AS appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent 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 for the applicant to provide requested information and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties for subsidized public housing commencing February 4, 2022. 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 and reporting of income

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.

Section 6 of the tenancy agreement requires the Tenant is to provide household income to obtain a rent subsidy.

The Landlord claimed that the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. The Landlord also claimed that the Tenant has failed to report household income in order to obtain a rent subsidy, which is breach of the tenancy agreement. To support the claim, entered into evidence was a lease balance statement, multiple notices, rent statements 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 was in a zero or positive balance on the rent account was June 1, 2025. At the time of the application the monthly rent charge was \$1,625.00 and the arrears balance was \$9,050.00, which equated to more than 5.5 months of unpaid rent.

The Landlord's representative stated that the Tenant has failed to report income, as a result, was charged market rent. The Landlord's representative also stated the Tenant was advised of the requirement to report income and address their rent account.

The Rental Officer questioned and the Landlord's representative confirmed no payments towards the rent account has been made since the application was filed.

Upon request, an updated statement was provided and confirmed the Tenant had not paid rent and the arrears increased to \$10,675.00.

I am satisfied the Tenant breached section 6 of the tenancy agreement, in which they agreed to report household income. I am also satisfied because of the non-reporting of income, the statement accurately reflects the Tenant's rent account and the Tenant has accumulated \$10,675.00 in rental arrears.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$10,675.00 (p. 41(4)(a));
- Pursuant to paragraph 41(4)(b) of the *Residential Tenancies Act*, the Tenant must pay their rent on time in the future.
- requiring the Tenant to comply with their obligation to report the total household income in accordance with section 6 of the written tenancy agreement, and not breach that obligation again (p. 45(4)(a), p. 45(4)(b)).

Jerry Vanhantsaeme
Rental Officer