

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

**DE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 29, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** AS, representing the Applicant  
**Date of Decision:** January 30, 2026

## **REASONS FOR DECISION**

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DE 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 personally served on the Respondent on January 5, 2026.

The Applicant alleged the Respondent failed to report income in accordance with requirements of the tenancy agreement, failed to pay rent and accumulated arrears. An order was sought for arrears, pay future rent on time, and to comply with their obligation to report income.

A hearing was scheduled for January 29, 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 an updated statement 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 1, 2016. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

### *Previous orders*

Rental Officer Order #17667, dated October 27, 2022, required the Respondent to pay \$766.02 in repair and cleaning costs, prohibit the Respondent from causing further damages to the rental premises, and comply with their obligation to maintain the rental premises in an ordinary state of cleanliness and not breach that obligation again.

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 to provide household income to obtain a rent subsidy.

The Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. The Landlord also claimed the Tenant 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 rent 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, 2021. At the time of the application the monthly rent charge was \$1,625.00 and the balance owed was \$10,437.02. The statement also included the \$666.02 remaining from the previous order and a key placement fee of \$21.00. After removing non-rent related charges, the arrears balance was \$9,750.00. The arrears balance is equated to 6 months of unpaid rent.

During the hearing the Landlord's representative testified that the Tenant was assessed at maximum rent due to non-reporting of income. The Landlord's representative also noted since the application was filed, the Tenant provided income to obtain the subsidy. The monthly rent was reduced from \$1,625.00 to \$160.00 per month and the arrears was reduced to \$1,120.00. The Landlord's representative stated they provided the Tenant with the current statement and documentation of the rent being reassessed.

On January 29, 2026, the Landlord's representative provided the updated statement and rent information to the Rental Officer, confirming the testimony.

I am also satisfied the Tenant breached the terms of the tenancy agreement by not reporting income in accordance with section 6 of the tenancy agreement, failed to pay rent as required by the tenancy agreement, resulting in the accumulation of arrears in the amount of \$1,120.00.

### *Orders*

An order will be issued:

- requiring the Tenant pay to the Landlord \$1,120.00 in arrears (p. 41(4)(a));
- requiring the Tenant pay rent on time in the future (p. 41(4)(b));

- 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)).

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Jerry Vanhantsaeme  
Rental Officer