

IN THE MATTER between **HNT**, Applicant, and **MG**, 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 **Janice Laycock**, Rental Officer,

BETWEEN:

HNT

Applicant/Landlord

-and-

MG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 25, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: PM and JY represent the Applicant
MG, Respondent

Date of Decision: February 25, 2026

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against MG as the Respondent/Tenant 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 Respondent on October 21, 2025.

The Applicant claimed that the Respondent had not paid their rent when due and had accrued significant rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement and eviction.

A hearing was held on November 5, 2025 by three-way teleconference. JY and PM appeared representing the Applicant. The Respondent, MG, appeared at the hearing. The hearing was adjourned to allow the parties time to work together to re-assess the rent based on the Respondent's current income and to come up with a payment plan for the arrears.

The hearing resumed on January 28, 2026, by three-way teleconference. PM appeared representing the Applicant. The Respondent, MG, appeared at the hearing. At this hearing it was clear that further time was needed to complete the rent re-assessment as the Respondent was still waiting for information from their doctor. I agreed to adjourn the hearing until February 25, 2026.

The hearing resumed on February 25, 2026, by three-way teleconference. PM and JY appeared at the hearing for the Applicant. The Respondent, MG, appeared at the hearing.

At the hearing the Applicant withdrew their request for an order terminating the tenancy agreement and eviction. The Applicant reported the Respondent was paying their rent and they were confident they could work with the Respondent on a plan to pay off the arrears.

Tenancy agreement

The Applicant provided as evidence the written tenancy agreement between the parties for subsidized public housing, commencing on February 18, 2016, and continuing month to month. The subsidized rent is currently \$365.00 per month.

At the initial hearing the Respondent had testified that they were on medical leave from their work and were trying to secure documents verifying this for their landlord so their rent could be re-assessed. This information was not available in January or when the hearing resumed on February 25, 2026. As a result the rent could not be re-assessed and remains at \$365.00 per month. At the hearing the Respondent was informed that if the required documents were provided their rent could be re-assessed and the arrears owing may be reduced.

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 Respondent's rent account. According to the updated statement, dated February 23, 2026, the Respondent currently has a balance owing of \$10,280.64. Once the charge of \$70.88 for tenant damages is removed, the amount owing for rent that can be ordered is \$10,209.76. I note this includes rent charged for February 2026, and reflects that no rent has yet been paid for this month.

I am satisfied the lease balance statement accurately reflects the current status of the Respondent's rent account and find that they have rental arrears owing in the amount of \$10,209.76.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$10,209.76 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b)).

Janice Laycock
Rental Officer