

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

EF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: AS, representing the Applicant
Date of Decision: February 4, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against EF 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 to requirements of the tenancy agreement, failed to pay rent and accumulated arrears. An order was sought for arrears, pay future rent on time, to comply with their obligation to report household income, termination of the tenancy agreement and eviction.

A hearing was scheduled for February 3, 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 April 1, 2012. 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 #16961, dated June 19, 2020, required the Respondent to comply with their obligation, not to cause disturbances at the rental premises and residential complex and not breach that obligation again.

Rental Officer Order #17940, dated May 12, 2023, required the Respondent to pay \$1,185.00 in rental arrears, and pay future rent on time.

Rental Officer Order #18148, dated March 1, 2024, required the Respondent to pay \$1,030.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on May 31, 2024, unless the total arrears of \$2,215.00 are paid in full and the monthly rents for March through May 2024 are paid on time, and should the tenancy be terminated, evict the Respondent from the rental premises on June 1, 2024.

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 report 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, an arrears repayment agreement, associated notes, income verification form.

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 22, 2022. At the time of the application the monthly rent charge was \$1,625.00 and the balance owed on the rent account was \$10,570.75. The balance equates to over 6.5 months of unpaid rent.

During the hearing the Landlord's representative testified the Tenant reported household income; the rent was reassessed to \$160.00 per month and the arrears were reduced. The Landlord's representative also stated the Tenant entered into a repayment agreement of \$340.00 above the assessed rent for a total monthly payment of \$500.00, in which the Tenant followed for January 2026. The Landlord testified the balance owing was \$1,621.75.

As a result of the Tenant taking steps to address the rent account, the Landlord withdrew the request for termination of the tenancy agreement and eviction. The Landlord's representative confirmed the previous orders had been satisfied.

On February 4, 2025, upon request, the Landlord's representative provided an updated statement and supporting documents.

After reviewing the updated statement and additional documents provided, there was a \$21.00 charge for a new key. This charge is not considered rent. After removing the charge, I find the arrears balance to be \$1,600.75.

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$1,600.75

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$1,600.75 (p. 41(4)(a));
- requiring the Tenant to pay rent on time in future (p. 41(4)(b)); and
- requiring the Tenant 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