

IN THE MATTER between **HNT**, Applicant, and **EB**, 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 **Renee Fougere**, Rental Officer, regarding a
rental premises located within the **Designated Authority of Nahanni Butte in the
Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

EB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 28, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GG, representing the Applicant

Date of Decision: July 29, 2025

REASONS FOR DECISION

An application to a rental officer made by FSHA on behalf of HNT as the Applicant/Landlord against EB as the Respondent/Tenant was filed by the Rental Office June 19, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Nahanni Butte, Northwest Territories. The filed application was served on the Respondent by registered mail and deemed served on July 10, 2025.

The Applicant alleged the Respondent failed to report household income in accordance with the tenancy agreement, failed to pay rent and accumulated arrears. An order was sought for reporting of household income, arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled July 29, 2025, by three-way teleconference. GG appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement for subsidized public housing commencing August 6, 2021. The tenancy agreement was unsigned. Subsection 9(1) of the Act allows a tenancy agreement to be oral, written or implied. I am satisfied a tenancy is in place accordance with subsection 9(1) of the Act.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

Arrears and reporting of household income

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance to the terms set out in the tenancy agreement. Paragraph 6 of the tenancy agreement requires the tenant to report their income. The Landlord's representative stated that the Tenant was charged maximum rent due to incomplete reporting of household income in accordance with the terms of the tenancy agreement.

To support the Landlord's claim, entered into evidence was a lease balance statements, tenancy agreement, rent statement, rent reassessment letters, request to set up a repayment plan letter, and last chance agreement letters.

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 lease balance statement provided showing no further payments were made towards the rent account since the application was filed. As of July 31, 2025, the rent arrears were \$75,013.00.

The Landlord's representative confirmed that the Tenant was charged maximum rent since July 1, 2022, the last time a rent payment was on February 22, 2021. The Tenant's last reported income was for 2020, and the Tenant has been charged the maximum monthly rent amount of \$1,545.00 since July 2022.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant failed to report his income to obtain a rent subsidy, repeatedly failed to pay rent when due, and accumulated \$75,013.00 in arrears.

Termination of the tenancy agreement and eviction

Given the failure to report income, failure to pay the rent, and the substantial amount of arrears, I am satisfied the Landlord's request to terminate the tenancy agreement, and eviction to be valid.

Orders

An order will be issued:

- requiring the Tenant to pay the Landlord arrears in the amount of \$75,013.00 (p.41(4)(a));
- terminating the tenancy agreement on August 31, 2025, unless the rental arrears of \$75,013.00 are paid in full and the tenant's income is reported for 2021, 2022, 2023 and 2024 (p. 41(4) (c), p. 45 (4)(e), ss.(83(2)); and
- evicting the Tenant from the rental premises on September 1, 2025, if the termination of the tenancy agreement becomes effective (p. 63(4)(a), ss. (83(2)).

Renee Fougere
Rental Officer