

IN THE MATTER between **HNT**, Applicant, and **AB**, 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 **Hamlet of Fort Providence in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**AB**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 12, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** MB, on behalf of the Applicant  
**Date of Decision:** March 12, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office on February 12, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Providence, Northwest Territories. The filed application was personally served on the Respondent on February 16, 2026.

The Applicant alleged the Respondent failed to pay rent, resulting in accumulating arrears, and breached their obligation to report household income in accordance with the tenancy agreement. An order was sought for payment of arrears, to report household income, pay future rent, termination of the tenancy agreement and eviction.

A hearing was scheduled for March 12, 2026, by three-way teleconference. MB appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the Respondent failed to appear after sufficient notice of the hearing, pursuant to subsection 80(2) of the Act, the hearing proceeded in their absence. I reserved my decision to review the evidence and testimony.

#### *Previous orders*

Rental Officer Order #16416, dated April 5, 2019, required the Respondent to pay future rent on time.

Rental Officer Order#17532, dated September 1, 2022, required the Respondent to pay \$6,060.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on August 31, 2022, unless the arrears were paid in full and the monthly rent for June through August 2022 are paid on time. And should the tenancy be terminated, evict the Respondent from the rental premises on September 1, 2022.

Rental Officer Order #18632, dated July 11, 2025, required the Respondent pay \$675.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on September 30, 2025, unless the arrears are paid in full and the monthly rents for July through September 2025 are paid in full, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on October 1, 2025.

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

*Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for subsidized public housing commencing October 1, 2012. The tenancy agreement was signed by all parties.

The Rental Officer issued a conditional termination and eviction order on July 11, 2025. The Tenant failed to adhere to the terms of the order resulting in the tenancy being terminated on September 30, 2025. As the tenancy was terminated, the Applicant had the authority to proceed with evicting the Tenant on October 1, 2025. However, the Applicant failed to proceed with the eviction and reapplied to a rental officer. I find the Landlord reinstated the tenancy.

*Rental arrears and reporting of income*

Subsection 41(1) of the Act states, a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified in the tenancy agreement.

Section 6, of the tenancy agreement states that the tenant is responsible to report household income.

The Landlord claimed the Tenant failed to report household income in order to obtain a rent subsidy and failed to pay rent. To support the claim was a lease balance statement, multiple notices for arrears and to report household income, and associated notes.

The lease balance statement entered into evidence represents the Landlord's accounting of the monthly rents and payments received against the Tenant's rent account. The statement indicated rent was based on income. The statement indicated the Tenant was charged maximum monthly rent of \$1,545.00 since the last hearing and only made two payments for a total of \$695.00 towards the rent account, leaving an arrears balance of \$11,665.00.

During the hearing, the Landlord's representative testified there were conversations with the Tenant regarding reporting of income; the Tenant committed to complete their taxes but the rent charge remains at maximum. The Landlord's representative confirmed if income is reported, there is a likelihood of the rent charge and arrears being reduced.

As the Tenant has failed to report household income, I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account and accumulated rental arrears in the amount of \$11,665.00.

*Termination of the tenancy agreement and eviction*

As the Tenant failed to report income as required by paragraph 6 the tenancy agreement,

repeatedly failed to pay the rent in full when due and accumulated substantial arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. In agreement with the Landlord's representative, a conditional termination of the tenancy agreement and eviction would be appropriate.

### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$11,665.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to comply with their obligation to report household income in accordance with paragraph 6 of the written tenancy agreement, and not to breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement between the parties on May 31, 2026, unless the household income for 2024, is reported to the Landlord by May 30, 2026, and at least \$600.00 is paid towards the rent (p. 41(4)(c), p. 42(3)(e), ss. 83(2)); and
- evicting the Tenant from the rental premises on June 1, 2026, should the tenancy agreement between the parties be terminated on May 31, 2026 (p. 63(4)(a), ss. 83(2)).

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Jerry Vanhantsaeme  
Rental Officer