

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

**CPL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 17, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** MB, representing the Applicant  
**Date of Decision:** March 17, 2026

## **REASONS FOR DECISION**

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against CL 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 served on the Respondent by registered mail on March 2, 2026.

The Applicant alleged the Respondent had vacated the rental premises with outstanding arrears and damages. An order was sought for arrears and damages.

A hearing was scheduled for March 17, 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 receiving 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.

### *Preliminary matters*

The name of the Respondent did not match the name on the tenancy agreement. The style of cause on the reasons for decision will reflect the name recorded on the tenancy agreement.

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

### *Tenancy agreement*

Entered into evidence was month-to-month tenancy agreement between the parties for subsidized public housing from November 20, 2017 to July 31, 2025. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy was in place in accordance with the Act.

### *Extension of time for making an application*

The lease balance statement entered into evidence covers the period from January 1, 2024, to July 31, 2025, and reflects rental arrears and tenant damage charges totalling \$3,685.97. The only other amount recorded on the statement is the application of the security deposit on January 9, 2026, in the amount of \$755.09, which was applied more than 5 months after the time allowed under subsections 18(3) and 18(7) of the Act.

The Landlord's representative confirmed that, since the application was submitted, there has been no communications with the Tenant, nor have any payments been made toward the rent

or damages. No previous application to a rental officer has been made regarding the matter.

Subsection 68(1) of the Act requires that an application to a rental officer must be made within six months after the breach of an obligation under the Act or the tenancy agreement, or the situation referred to in the application arose. Subsection 68(3) of the Act allows for the rental officer to extend the time for the making of an application to a rental officer where the rental officer is of the opinion that it would not be unfair to do so.

In this case, the application to a rental officer was made over 6 months after the tenancy ended and 8 months after the last payment was received against the rent account and damages.

I am of the opinion that it would be unfair to grant an extension of time for making this application, given the lack of effort on the part of the Landlord to take adequate actions to resolve the matter within the legislated time frames. **As such, the application to a rental officer for arrears is in the amount of \$1,620.00 and damages in the amount of \$1,310.88 is denied, and the application is dismissed.**

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Jerry Vanhantsaeme  
Rental Officer