

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

GC

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 GC 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 email and deemed served on February 26, 2026 and by registered mail on March 2, 2026.

The Applicant alleged that the Respondent, as a former tenant, failed to pay rent and accumulated substantial arrears. The Applicant sought an order for payment of the arrears.

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.

Tenancy agreement

Entered into evidence was an unsigned fixed term tenancy agreement between the parties for subsidized public housing. The lease balance statement entered into evidence indicated the tenancy was from October 1, 2012 to July 31, 2025.

Subsection 9(1) of the Act states, a tenancy agreement may be oral, written or implied.

Subsection 9(2) of the Act states, an oral or implied tenancy agreement for a term greater than one year is deemed to be a tenancy agreement for one year only.

As the fixed term tenancy agreement is unsigned, I am satisfied that there is a valid implied month-to-month tenancy agreement in place between the parties.

Previous orders

Rental Officer Order #17608, dated July 19th, 2022, required the Respondent to pay \$4,150.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on October 31, 2022 and vacate the rental premises on that date, unless the arrears are paid in full and the monthly subsidized rents for August through October are paid on time, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on November 1, 2022.

Rental Officer Order #18382, dated September 20, 2024, the Respondent is required to pay \$3,486.00 in rental arrears, pay future rent on time, comply with their obligation to report household income in accordance with paragraph 6 of the tenancy agreement and not breach that obligation again, terminate the tenancy agreement between the parties on December 31, 2024, unless the household income for the 2023 calendar year is reported to the Applicant, the rental arrears are paid in full, and the subsidized rents for October through December are paid in full, and should the tenancy be terminated, evict the Respondent from the rental premises on January 1, 2025.

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

Extension of time for making an application

The lease balance statement entered into evidence covers the period from October 1, 2012 to July 31, 2025, and reflects rental arrears, damages, and balances from two previous orders, and the application of a security deposit after the tenancy ended. The statement also includes payments made by Tenant toward the arrears and damages in December 2025 and January 2026.

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.

While the application to a rental officer was made over 6 months after the tenancy ended, the Tenant made payments towards the rent account and damages after the tenancy ended. As the Tenant made payments towards the rent account, they acknowledged their debt. I am satisfied it would not be unfair to grant an extension to the time for making this application.

Security deposit

The Landlord entered into evidence a security deposit letter sent to the Tenant on January 9, 2026, advising that the security deposit was \$351.73 and there was arrears of \$22,558.76. The Letter did not indicate that the security deposit was to be retained for arrears.

The Rental Officer questioned why the Landlord failed to provide the Tenant with notice of the retention of the security deposit within the 10-day period as required under subsections 18(3) and 18(7) of the Act. In response, the Landlord's representative stated that they were away

when the Tenant vacated the rental premises, and when they returned, it was believed that the work had been done by another person; however, this was not the case. That individual was then away for an extended period of time, and it was only later discovered that the security deposit had not been addressed.

I find the Landlord breached their obligation to appropriate notice of retention of the security deposit as provide under subsections 18(3) and 18(7) of the Act.

Rental arrears

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.

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 the Tenant's calculated rent was based on income, and the last time the Tenant had a zero or positive balance was June 1, 2021. The statement also showed a payment was made towards previous damages, and that there were two Canada Revenue Agency remittances (CRA) totalling \$95.48. The CRA remittances are not considered payments towards the current rent account.

After reviewing the statement provided, since July 1, 2024 until July 31, 2025, the Tenant accrued rent charges of \$19,338.00 and made two payments totalling \$150.00 during this period, and another \$100.00 payment in January 2026. After deducting the payments from the balance, leaving a balance owing in the amount of \$19,088.00.

The Rental Officer questioned and the Landlord's representative testified that there was another CRA remittance and that the Tenant had advised they would make a payment at the office but did not do so. The Landlord's representative also stated that, during a conversation held on March 11, 2026, the Tenant indicated they would make a payment toward the arrears in Yellowknife. However, to date, no such payment has been recorded.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account and the Tenant is responsible for outstanding rental arrears in the amount of \$19,088.00.

Orders

An order will be issued:

- requiring the Landlord return to the Tenant the security deposit in the amount of \$351.73 (p. 18(1)(b)), ss. 83(2); and
- requiring the Tenant pay to the Landlord rental arrears in the amount of \$19,088.00 (p. 41(4)(a)).

Jerry Vanhantsaeme
Rental Officer