

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

BS

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**
 BS, representing the Respondent

Date of Decision: **March 30, 2026**

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against BS as the Respondent/Tenant was filed by the Rental Office on February 13, 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 the accumulation of arrears, breached their obligation to report household income and caused damages to the rental premises. An order was sought for arrears, comply with their obligation to report household income, pay the cost of repairs, terminate the tenancy agreement and eviction.

A hearing was scheduled for March 17, 2026, by three-way teleconference. MB appeared to represent the Applicant. BS appeared to represent the Respondent. I reserved my decision for the Respondent to provide income information to the Applicant, and for the Applicant to provide an updated lease balance statement to determine if there was a rent subsidy, if the income was reported and to review the evidence and testimony.

Tenancy agreement

Entered into evidence was month-to-month tenancy agreement between the parties for subsidized public housing commencing June 1, 2022. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy was in place in accordance with the Act.

Previous orders

Rental Officer Order #17264, dated March 28, 2022, required the Respondent and another person to pay rental arrears of \$6,140.00, pay future rent on time, pay costs of repairs in the amount of \$282.89, terminate the tenancy agreement between the parties on June 30, 2022 and to vacate the rental premises unless the rental arrears were paid in full and the monthly rents for April through June 2022 were paid on time, and should the tenancy agreement be terminated, evict the Respondent and the other person from the rental premises on July 1, 2022.

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 provide 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 breached section 6 of the tenancy agreement by failing to report household income. To support the claim, entered into evidence was a lease balance statement, multiple notices regarding arrears and failure to report income and associated tenancy notes.

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. At the time of the application the monthly rent charge was \$1,545.00 and the last payment on the account was July 21, 2025 and the balance owed was \$17,755.19. The statement also include a tenant damage charge of \$731.13. Damages are not considered arrears. After removing the damage charge, from the balance, it was found that the Tenant accumulated 17,024.06 in rental arrears.

The Landlord's representative testified that the Tenant failed to report household income for the calculation of a rent subsidy. The Landlord's representative noted no payments had been made against the rent account since July 2025, and the arrears continued to accumulate.

In response to the claim, the Tenant stated their tax paperwork was in a work vehicle. When they went on holidays, coworkers emptied the vehicle. The Tenant stated after fire season, they were on house arrest, and only recently filed taxes for 2024 and 2025. The Tenant explained they were not getting enough on employment insurance, and chose to help their parents instead. The Tenant inquired if rent could be reassessed due to unemployment. They noted the employment insurance payment was less than the rent charge.

The Landlord's representative explained when income is not reported, rent is automatically calculated to the maximum rent. Once income is reported, they could receive a rent subsidy.

The Rental Officer explained the subsidy is based on income. When questioned, the Tenant stated that a tax preparation company was used, but was unsure if it was filed or were available to the Landlord. The Rental Officer also questioned, and the Landlord's representative confirmed if the Tenant had filed their taxes, an electronic rent reassessment could be completed. The Rental Officer explained Canada Revenue Agency (CRA) reporting is used to calculate both rent and the subsidy, and that seasonal workers are required to set aside funds to cover rent during period when they are not working.

The Rental Officer reviewed the lease balance statement calculations and charges with the parties, and explained a Tenant's responsible to pay rent. By paying for their parents, put themselves in a difficult position. The Tenant acknowledged their responsibilities under the tenancy agreement to report income and pay rent.

The Tenant also stated they stopped paying rent in July 2025, expecting to receive assistance from Jordan's Principle, but they are waiting for an eviction notice first. They had requested Jordan's Principle for \$4,000.00 in assistance at the time. The Tenant again acknowledged they should have paid their rent but again chose to help their parents instead.

The Rental Officer requested and the Landlord's representative explained how reporting of income is used to calculate a rent subsidy and confirmed if income is reported, rent could be reduced retroactively, resulting in the reduction of arrears. The Rental Officer also pointed out that the Tenant had arrears prior to non-reporting of rent.

The Rental Officer questioned and the parties confirmed, no payments had been received since the application was submitted.

The Tenant stated during a renovation, contractors used the Tenant's electricity, and have not completed repairs. The Landlord's representative committed to investigate the use of Tenant's utilities.

In discussion with the parties, it was agreed the Tenant would provide income information to the Landlord to determine if they would qualify for a rent subsidy and an updated lease balance statement provided to the Rental Officer on March 30, 2026, along with verification of income reported.

On March 30, 2026, an updated lease balance statement was provided. The statement indicated there was no change in the rent charge, and the Tenant made no payments toward March 2026 rent. As a result, the arrears balance increased to \$18,569.06. It was also noted the Landlord did not provide confirmation as to whether the rent was recalculate.

As the Landlord did not provide clarification regarding the reported income, and the charges appear accurate, I am only able to validate the arrears back to the last recorded payment in July 2025, at which time the balance was \$6,209.06.

I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$6,209.06.

Not to say the Tenant does not have greater arrears, just that I cannot be fully satisfied the arrears balance is accurate without clarification of income being reported.

Tenant damages

The Landlord claimed costs associated with the replacement of a damaged entrance door to the rental premises. In support of this claim, the landlord submitted a work order, an invoice, and photos of the damaged door.

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant. Under subsection 42(3) of the Act, where, on the application of a landlord, a rental officer determines that a tenant has breached their obligation imposed by this section, the rental officer may make an order: (e) requiring the tenant to pay any reasonable expenses directly associated with the repair or action.

The Tenant stated they were unaware on who damaged the door. The Rental Officer questioned and the Tenant stated nothing was taken from the rental premises, nor were the damages reported to the Police. The Tenant accepted the responsibility for the damage to the door.

When determining costs, I took into account the reason for the charge and the action taken by the Landlord. The following are the amounts claimed.

- **\$731.13, claimed** - Door replacement (\$696.31), GST (34.82). The useful life on an exterior door is 30 years. The annual depreciated value is \$24.37 ($\$731.13 \div 30$ years). The Landlord's representative confirmed the door was new in February 2025, leaving a remaining useful life of 29.5 years. $\$24.37 \times 29.5$ years = \$718.92. **The Total approved cost for the exterior door is \$718.92. Supported by evidence and testimony.**

I am satisfied the Tenant is responsible for replacement cost for the exterior door in the amount of \$718.92.

Termination of the tenancy agreement and eviction

Based on the evidence, testimony and the substantial arrears, I am satisfied that the Tenant breached multiple obligations of the tenancy agreement and Landlord's request for termination of the tenancy agreement and eviction to be justified. However, I feel an conditional termination and eviction is more appropriate.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$6,209.06 (p. 41(4)(a));

- requiring the Tenant to pay rent on time in the future (p. 41(4)(b));
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$718.92 (p. 42(3)(e));
- requiring the Tenant to comply with their obligation to report household income in accordance with section 6 of the tenancy agreement and not to breach that obligation again (p. 45(4)(a), p.45(4)(b));
- terminate the tenancy agreement between the parties on June 30, 2026, unless the rental arrears and tenant damages for a total of \$6,927.98 are paid in full and the monthly rents for April, May and June 2026 are paid in full (p. 41(4)(c), p. 42(3)(f), p. 45(4)(e), ss. 83(2); and
- evicting the Tenant from the rental premises on July 1, 2026, should the tenancy agreement be terminated on June 30, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer