

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

RC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 18, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: MB, representing the Applicant
Date of Decision: March 18, 2026

REASONS FOR DECISION

An application to a rental officer made by FPHA on behalf of HNT as the Applicant/Landlord against RC 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 accumulation of arrears, and caused damages to the rental premises. An order was sought for payment of arrears and outstanding damages, termination of the tenancy agreement and eviction.

A hearing was scheduled for March 18, 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 for the Applicant to provide requested information.

Preliminary matters

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

Tenancy agreement

Entered into evidence was fixed term tenancy agreement between the parties for subsidized public housing commencing October 1, 2012 to June 30, 2026. 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 #10-11870, dated January 5, 2011, required the Respondent and one other person to pay \$20.00 in rental arrears, terminate the tenancy agreement on March 31, 2011, unless rental arrears in the amount of \$2,672.00 are paid in full.

Rental arrears and tenant damages

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 Landlord claimed that the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. To support the claim, entered into evidence was a lease balance statement, six notice letters issued between August 28, 2025 and January 26, 2026, and associated notes referring to reminders being sent to the Tenant.

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. At the time of the application the monthly rent charge was \$75.00, and the balance owing was \$723.36. The statement also included a July 5, 2024, \$100.00 payment towards damages, whereas there was no damage charge on the statement.

The Rental Officer questioned and the Landlord's representative confirmed that the damage charge was not on the statement provide, but was recorded earlier. They also noted a recent payment made by an assistance provider on behalf of the Tenant. Upon request, an updated lease balance statement was provided.

In review of the updated statement, the damage charge of \$373.36 was recorded on April 22, 2024, and there was a positive balance of \$2.64 effective May 28, 2024, essentially satisfying the damage charge. This would make the \$100.00 payment on July 5, 2024 incorrectly recorded. The amount owing on the statement would only reflect rental arrears. **The Landlord's request for damages is dismissed.**

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$723.36.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant has shown a history of not maintaining their rent account. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. However, I find a conditional order for termination and eviction to be *more appropriate*.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$723.36 (p.41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));

- terminating the tenancy agreement between the parties on July 31, 2026, unless at least \$361.68 is paid towards the rental arrears, and the monthly rents for April through July 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and
- should the tenancy agreement between the parties be terminated on July 31, 2026, the Tenant will be evicted from the rental premises on August 1, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer