

IN THE MATTER between **HNT**, Applicant, and **EI**, 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 **Village of Fort Simpson in the Northwest  
Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**EI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 26, 2026 and April 7, 2026

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** GG, appeared to represent the Applicant

CM, appeared to represent the Applicant

EI, appeared as the Respondent

LT, appeared to represent the Respondent

**Date of Decision:** April 7, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by Fort Simpson Housing Authority on behalf of HNT as the Applicant/Landlord against EI as the Respondent/Tenant was filed by the Rental Office on January 7, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was served on the Respondent by registered mail and deemed served on January 15, 2026.

The Applicant alleged the Respondent failed to pay rent resulting in the accumulation of arrears. An order was sought to pay arrears, future rent on time, termination of the tenancy agreement and eviction.

A hearing was started on February 26, 2026, by three-way teleconference. GG appeared to represent the Applicant. CM appeared as an observer from the Applicant. EI and LT appeared to represent the Respondent. The hearing was adjourned by the Rental Officer for the parties to verify income information.

The hearing reconvened on April 7, 2026, by three-way teleconference GG appeared on behalf of the Applicant. EI and LT appeared to represent the Respondent. At the hearing the parties agreed to address the arrears and ordered repayment plan. I reserved my decision to review the evidence and testimony for the repayment plan.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties from April 1, 2012 to September 30, 2018. The tenancy automatically renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #10-14761, dated August 10, 2026, required the Respondent to pay \$1,045.00 in rental arrears, pay rent on time in the future, and comply with their obligation to report household income in accordance with paragraph 6 of the tenancy agreement.

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

#### *Rental arrears and household 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.

Subsection 45(1) states where in a written tenancy agreement a tenant has undertaken additional obligations, the Tenant shall comply with the obligations under the tenancy agreement when the rules of the landlord are reasonable in all circumstances.

Section 6 of the tenancy agreement requires the tenant to report the total household income for both the tenant and those noted on schedule B.

Section 7 of the written tenancy agreement requires the tenant to pay rent as shown in schedule A.

The Landlord's representative testified that the Tenant failed to pay rent. The Landlord spoke to attempts to work with the Tenant to address the arrears through a payment plan and a last chance agreement, but these efforts were unsuccessful.

To support the claim, entered into evidence was a lease balance statement, statements of account, a November 5, 2025, unsigned last chance agreement, and two letters containing the Tenant's arrears balance at the time.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. The statement indicated the last time the Tenant was in a zero or positive balance was April 18, 2019. At the time of the application, the monthly rent charge was \$890.00 and the arrears balance was \$53,983.70. At the current rent charge, the Tenant failed to pay more than 60.5 months of rent.

On February 25, 2026, the Landlord provided an updated lease balance statement which indicated payments were made, with the arrears slightly reduced to \$53,783.70. The Landlord's representative testified that they left a copy of the statement for the Tenant at their door. The Rental Officer noted a provision of service does not include leaving items at the door. The Tenant acknowledged receipt of the updated lease balance statement.

In response to the claim, the Tenant understand the difference between rent and arrears, but unsure if they should pay the arrears or their rent. The Rental Officer explained the rent account. The Tenant's representative requested and the Landlord's representative provided clarification on how payments are recorded. The Tenant also spoke to making bi-weekly payments towards the rent account.

The Rental Officer questioned if the rent charges for 2021, and 2022 was based on reported household income or non-reporting of income. In response the Landlord's representative stated they would need to confirm with the Landlord on whether income was reported or not.

The Rental Officer questioned and the Tenant stated they reported income. The Tenant's representative testified they reviewed the Tenant's notices of assessment and that they did not fall within the calculations for maximum rent. The Tenant's representative stated the Tenant can provide their income information to the Landlord to verify the rent calculation.

In review of the evidence and testimony, I found there may be an issue with income reporting and encouraged the Tenant to provide household income to verify the rent calculations were correct.

On February 27, 2026, the Landlord provided an updated statement showing the rent charges for 2020, 2021 and 2022 were recalculated and a subsidy was applied resulting in the arrears being reduced from \$53,783.70 to \$25,888.70.

On April 1, 2026, the Landlord provided another updated statement showing that as of March 27, 2026, the arrears were further reduced to \$24,800.00.

When the hearing reconvened, the parties confirmed that income was reported and the arrears were significantly reduced. The Rental Officer questioned, and the Landlord confirmed no payments were made since April 1, 2026. The Tenant stated they get paid biweekly and would be making payments on those dates.

The Rental Officer questioned and the Landlord's representative confirmed they would be willing to address the arrears through a payment plan. The Tenant acknowledged their rent could change based on income and they are currently paying \$600.00 biweekly towards the rent account. After discussion, it was decided the Tenant could manage paying \$500.00 towards the arrears, plus \$300.00 monthly towards the arrears above their monthly rent charge.

I am satisfied the lease balance statement accurately reflects the current status of the Tenant's rent account. I find the Tenant failed to ensure household income is reported to obtain a rent subsidy, repeatedly failed to pay rent when due, and accumulated \$24,800.0 in rental arrears.

#### *Termination of the tenancy agreement and eviction*

Given the repeated pattern of failing to report household income, failure to pay the rent, and the substantial amount of arrears, I am satisfied the Landlord's request to terminate the tenancy agreement and eviction to be valid. However, as the parties agreed to an arrears repayment plan, a conditional termination of the tenancy agreement and eviction will be issued.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$24,800.00 in minimum monthly installments of \$300.00 starting April 10, 2026. (p.41(4)(a), ss. 84(2));
- requiring the Tenant to pay rent on time in the future (p. 41(4)(b));
- requiring the Tenant to comply with their obligation to report household income in accordance with section 6 of the tenancy agreement and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement between the parties on June 30, 2026, unless the \$500.00 is paid towards the arrears and the minimum monthly installments of \$300.00 and rent for April, May and June 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenant from the rental premises on July 1, 2026, should the tenancy be terminated on June 30, 2026 (p. 63(4)(a), ss.83(2)).

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Jerry Vanhantsaeme  
Rental Officer