

IN THE MATTER between **HNT**, Applicant, and **DC**, 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 Resolution in the Northwest
Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 15, 2026
Place of the Hearing: Yellowknife Northwest Territories
Appearances at Hearing: MU, representing the Applicant
Date of Decision: April 15, 2026

REASONS FOR DECISION

An application to a rental officer made by FRHA on behalf of HNT as the Applicant/Landlord against DC as the Respondent/Tenant was filed by the Rental Office on March 11, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Resolution, Northwest Territories. The filed application was served on the Respondent by email and deemed served on March 14, 2026.

The Applicant alleged the Respondent failed to pay rent since the previous order was issued, failed to maintain the utility account. An order was sought for termination of the tenancy agreement and eviction.

A hearing was scheduled for April 15, 2026 by three-way teleconference MU

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 the Respondent's absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement for subsidized public housing from June 18, 2024, to September 30, 2024, after which was renewed as a month to month tenancy agreement. The tenancy agreement was signed by all parties. I am satisfied there is a valid tenancy in place in accordance with the Act.

Previous orders

Rental Officer Order #15537, dated Oct 2, 2017, required the Respondent to pay \$323.71.

Rental Officer Order #15628, dated July 24, 2018, required the Respondent pay to \$323.71 in rental arrears, pay \$13,893.53 in costs for repairs and cleaning.

Rental Officer Order #18685, dated November 25, 2025, required the Respondent to pay \$2,325.00 in arrears and to pay future rent on time.

Rental arrears

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent since rental officer order #18685 was issued and has accrued new rental arrears. The Landlord's representative noted the Tenant's rent was not assessed correctly and eventually addressed. The Landlord's representative noted they have made multiple attempts to contact the Tenant and has been unsuccessful.

To support the Landlord's claim was lease balance statement, associated notes and two letters referencing arrears.

On April 14, 2026, the Landlord provided an updated statement and letters to the Tenant regarding arrears. The updated statement supports the Landlord's claim of the Tenant failing to pay rent and accrued an additional \$375.00 in arrears since order #18685 was issued.

I am satisfied the statement accurately reflects the current status of the rent account and the Tenant has accrued \$375.00 in new rental arrears.

Utilities

Subsection 45(1) of the Act, states when a tenant undertakes an additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

Section 8 of the tenancy agreement requires the Tenant to pay for all utilities for their unit; and if the tenant is eligible for rent subsidy, the landlord may help pay utilities.

The Landlord claims the Tenant failed to maintain their utility account and a load limiter being placed on the rental premises.

The Landlord testified they were informed by the utility provider the Tenant has not had power in the rental premises since September 2025. Subsequently the Landlord's representative contacted the Tenant, who informed them they have not been residing at the rental premises. Because of this, the Landlord asked if the Tenant had abandoned the unit, in which they advised they would like to maintain occupancy of the rental premises. To assist, the Landlord's representative counselled and directed the Tenant to resources which would help them address the utility account. The Landlord's representative testified they reached out to the resources and was advised the Tenant initially contacted them but had not followed-up.

The Landlord's representative testified they have made multiple attempts to contact the Tenant but has been unsuccessful.

The Rental Officer questioned and the Landlord's representative confirmed they have not been charged for utilities.

To support the claim is an email chain from the utility provider indicating electricity was disconnected and the account closed since September 18, 2025.

As the Landlord has not been charged for electricity to the rental premises. I am satisfied the Tenant failed to maintain the electricity account in good standing and failed to comply with section 8 of the tenancy agreement.

Termination of the tenancy agreement and eviction

The Landlord's application indicated the Tenant failed to comply with a previous order and seriously impaired the safety of the residential premises and notice of termination was provided under section 54 of the Act.

Subsection 54(1) of the Act provides for a landlord to give a tenant at least 10 days written notice to terminate the tenancy agreement where the tenant has breaches specific points outlined in the subsection.

Subsection 54(4) of the Act specifies that where a notice is given under subsection 54(1) the landlord must make an application to a rental officer for an order to terminate the tenancy agreement. The termination of the tenancy under section 54 is not enforceable or binding without an order by a rental officer.

The application did not contain any notices to the Tenant under subsection 54(1), therefore the termination of the tenancy cannot be validated and remains in place.

However, in consideration of the Tenant's repeated failure to pay rental and the accumulation of arrears since being ordered to pay \$2,325.00 on November 25, 2025, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid.

Orders

Subsection 83(1) of the Act allows a rental officer after holding a hearing to make an order or decision that has been applied for or that could have been applied for, and they consider justified in the circumstances.

While the Landlord did not request, payment of arrears, I feel an order for payment of arrears to be justified.

An order will be issued:

- requiring the Tenant to pay the Landlord rental arrears in the amount of \$375.00 (p. 41(4)(a)).

- terminating the tenancy agreement on April 30, 2026 (p. 41(4)(c)); and
- evicting the Tenant from the rental premises on May 1, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer