

IN THE MATTER between **HNT**, Applicant, and **MT**, 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 Liard in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

MT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 7, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: DS, representing the Applicant
MK, observer for the Applicant
MT, representing the Respondent
Date of Decision: May 7, 2026

REASONS FOR DECISION

An application to a rental officer made by FLHA on behalf of HNT as the Applicant/Landlord against MT as the Respondent/Tenant was filed by the Rental Office on January 28, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Liard, Northwest Territories. The filed application was served on the Respondent by registered mail and deemed served on February 4, 2026.

The Applicant alleged the Respondent failed to pay rent on time and in full and accumulated arrears. An order was sought for arrears, pay rent on time in the future, termination of the tenancy agreement and eviction. The Applicant withdrew the request for termination of the tenancy agreement.

A hearing originally scheduled for February 25, 2026, was cancelled due to the Applicant's failure to serve the application within the period outlined in subparagraph 76(1)(b)(i) of the Act. The parties were served notice of the rescheduled hearing. The rescheduled hearing took place on March 25, 2026, by three-way teleconference. DS appeared to represent the Applicant. MK appeared as an observer for the Applicant. MT appeared to represent the Respondent. During the hearing the Respondent claimed the only information they received in regards to the hearing, was the notice of attendance for the rescheduled hearing provided by the Rental Officer.

Paragraph 71(1)(b) of the Act allows a notice or other document to be served on or given to a landlord, tenant or rental officer to be served by registered mail. In clarification of service, it was noted the application package was unclaimed and being returned to the sender on March 2, 2026. Subsection 71(5) of the Act states, a notice or other document served or given by registered mail is deemed to have been served on the seventh day after mailing. I am of the opinion the registered mail was lost rather than not picked up. In the interest of natural justice, the hearing was adjourned to allow for re-service of the application package. The filed application and rescheduled notice of attendance was served on the Respondent by registered mail on March 27, 2026

The rescheduled hearing took place on May 7, 2026, by three-way teleconference. DS appeared to represent the Applicant. MK appeared as an observer for the Applicant. MT appeared to represent the Respondent. I reserved my decision for the Applicant to provide an updated statement and to review the evidence and testimony.

Preliminary matters

The name on the application had referred to the Respondent as MT. The name on the tenancy agreement is recorded as MT. The Respondent confirmed the spelling of their name matches the application. The style of cause will reflect the name on the application.

Tenancy agreement

Evidence was presented establishing a fixed term residential tenancy agreement between the parties for subsidized public housing from September 1, 2026 until March 31, 2021. After which the tenancy was renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #10-12928, dated June 28, 2012, required the Respondent to pay \$9,385.82 in arrears.

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

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 report household income to obtain a rent subsidy.

The Landlord claimed the Tenant failed to pay rent, resulting in accumulation of arrears. To support the claim, were multiple letters regarding arrears and non-reporting of household income. On January 19, 2026, the Landlord also issued a 10-day notice of termination of the tenancy agreement effective February 19, 2026, unless the arrears was paid in full.

Paragraph 54(1)(g) of the Act permits a landlord to give a tenant at least 10-days' written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the rent.

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. At the time of the application the monthly rent charge was \$1,545.00, and the arrears was \$35,370.00. The arrears equated to over 22.75 months of unpaid rent.

The Landlord's representative spoke to the Tenant failing to maintain the rent account. The Landlord attempted to work with the Tenant to determine the reasoning for non-payment of rent and arrears, and also spoke to the inability for the parties to come to an agreement on paying down the arrears.

In response to the claim, the Tenant acknowledged the arrears. The Tenant stated the parties met and came to an agreement to pay down the arrears, and the Landlord was to follow-up a method of payment for the Tenant. In response, the Landlord's representative confirmed the meeting but unable to agree to a repayment plan. The Landlord's representative testified they could approve a specific repayment period, anything longer required board approval, and the Tenant's proposal was denied.

The Rental Officer questioned and the Landlord's representative confirmed household income was reported; monthly rent was recalculated and reduced. The Landlord's representative also confirmed the balance owed was \$37,280.00. They also noted payments for March and April 2026.

The Rental Officer spoke to the Tenant's requirement to pay rent. The Tenant also brought forward a concern on confidentiality, as they had been approached about their tenancy.

Upon request, the updated statement was provided and confirmed the arrears balance as of May 7, 2026, was \$37,280.00.

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. As there is still time for the Tenant to make payment towards May rent, the accurate account of arrears would be April, 11, 2026, which indicates arrears of \$36,050.00.

Termination of the tenancy agreement

Paragraph 54(1)(g) of the Act permits a landlord to give a tenant at least 10-days' written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the rent.

As the Landlord withdrew the request for termination of the tenancy agreement, I am satisfied the tenancy remains in place.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$36,050.00 in rental arrears in minimum monthly installments of \$200.00 starting June 1, 2026, until the arrears are paid in full (p. 41(4)(a), ss. 84(2)); and
- requiring the Tenant to pay rent on time in the future (p. 41(4)(b)).

Jerry Vanhantsaeme
Rental Officer