

IN THE MATTER between **HRMHPL**, Applicant, and **LC**, 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:

HRMHPL

Applicant/Landlord

-and-

LC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: TR, representing the Applicant

Date of Decision: May 15, 2026

REASONS FOR DECISION

An application to a rental officer made by HRMHPL as the Applicant/Landlord against LC as the Respondent/Tenant was filed by the Rental Office on April 13, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was personally served on the Respondent on May 1, 2026.

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

A hearing was scheduled for May 14, 2026, by three-way teleconference. TR 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, 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 and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a residential tenancy agreement for a mobile home lot commencing December 1, 2020. The tenancy agreement was signed by all parties.

Section 1 of the Act defines a “mobile home” as a dwelling that is designed to be made mobile, and constructed or manufactured to provide a permanent residence for one or more persons, but does not include a travel trailer or tent trailer or otherwise designed.

Section 1 of the Act defines a “mobile home park” as land on which two or more occupied mobile homes are located for a 60 days period or more, and includes all common areas, services, and facilities available for the use of the tenants of the mobile home.

Section 1 of the Act defines a “rental premises” as a living accommodation or land for a mobile homes used or intended for use as rental premises.

Section 1 of the Act defines a “residential complex” as a building, related group of buildings or mobile home park, in which one or more rental premises are located and includes all common areas, services and facilities available for the use of tenants of the building, buildings or park.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

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 the Tenant failed to pay rent, resulting in the accumulation of substantial arrears for a lot. To support the claim, entered into evidence was a Tenant Statement, two arrears notices, and a record of email notices.

The Tenant statement entered into evidence represents the Landlord's accounting of the monthly rents and payments received against the Tenant's rent account. The statement indicated at the time of the application, the monthly rent charge was \$340.00 and the arrears balance was 9,000.00, which equated to over 26.25 months of unpaid rent.

The Landlord's representative testified the Tenant accumulated significant arrears. The Tenant was provided notices of the issues both electronically and by mail, with no response. The last payment against the rent account was March 28, 2025. The Landlord spoke to a payment plan for the arrears, while payments were made, they eventually defaulted.

The Rental Officer questioned and the Landlord confirmed that no payments had been received since the application was filed. The Rental Officer also questioned and the Landlord provided copies of the statements and emails sent to the Tenant in relation to the list of communications in the application. It was noted that in an email dated February 25, 2025, the Tenant acknowledge the payment plan.

After reviewing the evidence and testimony, I find the Tenant breached their obligation to pay rent as required in the tenancy agreement.

I am satisfied the 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 \$9,000.00.

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, resulting in substantial amount of arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

Orders

An order will be issued:

.../4

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$ 9,000.00 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on June 30, 2026 (p. 41(4)(c));
- evicting the Tenant from the rental premises on July 1, 2026 (p. 63(4)(a)); and
- requiring the Tenant to pay compensation for use and occupation of the rental premises at a rate of \$11.33 for each day the Tenant remains on the rental premises after June 30, 2026, to a maximum of \$340.00 per month (p. 63(4)(b)).

Jerry Vanhantsaeme
Rental Officer