

IN THE MATTER between **HNT**, Applicant, and **DE**, 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 **town of Hay River in the Northwest Territories**;

BETWEEN:

HNT

Applicant/Landlord

-and-

DE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 19, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: May 19, 2026

REASONS FOR DECISION

An application to a rental officer made by HRHA on behalf of HNT as the Applicant/Landlord against DE as the Respondent/Tenant was filed by the Rental Office on April 27, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was personally served on the Respondent on May 6, 2026.

The Applicant alleged the Respondent failed to pay rent, accrued arrears, not kept the rental premises in an ordinary state of cleanliness and breached obligations of the tenancy agreement. An order was sought for arrears, pay rent on time in the future, maintain the rental premises in an ordinary state of cleanliness, termination of the tenancy agreement and eviction.

An expedited hearing was requested due to concerns that the condition of the Respondent's rental premises created a threat to the health and safety of staff and other tenants within the residential complex. The expedited hearing was granted. The expedited hearing was scheduled for May 19, 2026, by three-way teleconference. AS 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 month-to-month tenancy agreement between the parties for subsidized public housing commencing February 1, 2016. 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 #17667, dated October 27, 2022, required the Respondent to pay \$766.02 in rental arrears, prohibited from causing damages, comply with their obligation to maintain the rental premises in an ordinary state of cleanliness.

Rental Officer Order #18803, dated Jan 30, 2026, required the Respondent to pay \$1,120.00 in rental arrears, pay future rent on time, comply with their obligation to report household income and not breach that obligation again.

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's representative claimed the Tenant breached their obligation to pay rent as required by the tenancy agreement. To support the claim, entered into evidence was a lease balance statement and a statement of account and arrears notices.

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 rent was subsidized based on income and the last time the Tenant had a zero or positive balance was June 1, 2021, and the balance owed was \$1,642.00. The Landlord indicated after removing the balance of \$1,120.00 from the previous order, the balance owed was \$522.00. The statement also indicated a replacement of keys in the amount of \$21.00. Key replacement is not rent. After deducting the key replacement charge, I find the balance owing of \$501.00.

On May 6, 2026, the Landlord provided an updated statement, indicating no further payments had been received.

The Landlord's representative pointed to the last payment made towards the rent account was May 28, 2025.

In review of the updated lease balance statement, the Tenant has failed to pay rent, resulting in the accumulation of arrears.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account. I find the Tenant has outstanding arrears in the amount of \$661.00.

Ordinary cleanliness

Subsection 45(2) of the Act and subsection 12(a) of the tenancy agreement requires the Tenant to maintain the ordinary cleanliness of the rental premises.

The Landlord claimed the Tenant failed to maintain the rental premises in an ordinary state of cleanliness and in an unsanitary state, endangering other tenants within the residential complex. To support the claim were photos of the previous and current rental premises, associated notes indicating the complaints received of odours from the rental premises and a May 8, 2025, inspection report of the rental premises prior to occupancy.

The Landlord's representative testified the Tenant continually failed to maintain the rental premises in an ordinary state of cleanliness, affecting other building residents, was a health and safety issue and breached a previous order for cleanliness.

The Rental Officer questioned the relevance of photos relating to the Respondent's previous rental premises. In response, the Landlord's representative testified that the photos were submitted to support the Landlord's request to gain access to the rental premises and to support their claim in relation to a previous order. The Landlord's representative stated the rental premises are in such a condition that their staff is unable to carry-out the responsibilities of a landlord.

A review of the evidence depicts the rental premises to be in a state of extreme filth, as garbage strewn throughout the rental premises and the bathroom is covered in faeces. Based on the condition of the rental premises, there is a health hazard to the Tenant, staff and other residents of the residential complex. I find the Tenant breached their obligation to maintain the rental premises in an ordinary state of cleanliness.

Termination of the tenancy agreement and eviction

Based on the evidence presented for both non-payment of rent and the extreme level of uncleanliness of the rental premises, I find the Landlord's request for termination of the tenancy agreement and eviction to be valid.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord \$661.00 in rental arrears (p. 41(4)(a));
- requiring the Tenant to comply with their obligation to maintain the rental premises in an ordinary state of cleanliness (p.45(4)(a));
- terminating the tenancy agreement between the parties on June 15, 2026 (p. 41(4)(c), p. 45(4)(e)); and
- evicting the Tenant from the rental premises on June 16, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer