

IN THE MATTER between **RLDL**, Applicant, and **MZ**, 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 **Janice Laycock**, Rental Officer, regarding a  
rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**RLDL**

Applicant/Landlord

-and-

**MZ**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 11, 2024

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

**Appearances at Hearing:** AR and LS, representing the Applicant  
DC, legal counsel for the Applicant

**Date of Decision:** December 11, 2024

### **REASONS FOR DECISION**

An application to a rental officer made by RLDL as the Applicant/Landlord against MZ as the Respondent/Tenant was filed by the Rental Office October 11, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent on November 7, 2024.

The Applicant claimed the Respondent had repeatedly not paid any rent and had accrued significant rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing scheduled for November 13, 2024, was cancelled due to issues with proof of service. The hearing was rescheduled and held on December 11, 2024, by three-way teleconference. Notice of the rescheduled hearing was personally served on the Respondent on December 4, 2024. AR and LS, appeared at the hearing representing the Applicant. DC, appeared as legal counsel for the Applicant. The Respondent did not appear, nor did anyone appear on their behalf, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing pending receipt of the tenancy agreement and updated statement. Those documents were provided by the Applicant on December 11, 2024, after the hearing.

#### *Tenancy agreement*

In their application, the Applicant stated the Respondent was currently on a month-to-month tenancy without a written tenancy agreement, the rent was \$1,900 until December 31, 2023, and in January 1, 2024, it went up to \$2,250 per month.

At the hearing, I asked why there was no written tenancy agreement. The Applicant reported that there was a written tenancy agreement, and efforts were made to get the Respondent to sign and return it, however, the Respondent did not do so, despite repeated opportunities to do so. At my request, a copy of the tenancy agreement was provided to the Rental Office after the hearing. This copy is signed by the landlord for a three year period commencing on December 1, 2022, and the rent set out in the agreement is \$2,250 per month.

Under subsection 9(1) of the Act “a tenancy agreement may be oral, written or implied” and under 9(4) of the Act “a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to the other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.”

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

#### *Rental arrears*

The Applicant provided, as evidence, a rent report dated August 13, 2024, detailing rent charged and paid. According to this statement and the Applicant’s testimony, in the period February 1, 2023 to August 13, 2024, the Respondent paid no rent and owed \$43,400. The Applicant also testified that since that statement was issued, the Respondent had not made any payments for rent, and currently owed \$47,900.

At the hearing, I pointed out that the statement only went back to February 1, 2023 and it wasn’t clear if there had been arrears owing prior to that date. The Applicant stated that they were only seeking rental arrears owing for the period February 1, 2023 to December 2024. I reserved my decision pending receipt of an updated statement. The updated statement dated December 4, 2024, confirmed the Applicants testimony.

I would point out that the tenancy agreement sets out rent beginning in December 2022, as \$2,250 per month, but according to the rent report the Respondent was charged \$1,900 per month until December 2023, and on January 1, 2024, the rent increased to \$2,250. Although the rent amount charged is not consistent with the amount set out in the tenancy agreement, I do not believe this is an issue as the amount claimed is less than what could have been charged under the tenancy agreement.

I am satisfied the updated statement is accurate and find the Respondent has rental arrears owing for the period February 1, 2023 to December 2024, totalling \$47,900.

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

At the hearing, I asked the Applicant what steps they had taken to communicate with the Respondent about the rental arrears. They testified that repeated attempts had been made to communicate with the tenant by phone, email and mail, without success. The Respondent is still occupying the rental premises, but avoiding their efforts to communicate.

Based on the evidence and testimony, I am satisfied that termination of the tenancy agreement and eviction are justified. The Respondent has repeatedly breached subsection 41(1) of the Act, having not paid any rent in the last twenty-three months and accruing significant rental arrears.

The Applicant asked that tenancy be terminated as soon as possible considering the repeated breaches of the Act and the accrued arrears. Considering that and providing time for service, I will order the termination of the tenancy agreement December 16, 2024, and eviction to follow on December 17, 2024.

### *Orders*

An order will issue:

1. requiring the Respondent to pay rental arrears owing in the amount of \$47,900 (p. 41(4)(a));
2. terminating the tenancy agreement on December 16, 2024, and requiring the Respondent to vacate the rental premises on that date (41(4)(c)); and
3. evicting the Respondent from the rental premises on December 17, 2024 (63(4)(a)).

---

Janice Laycock  
Rental Officer