

IN THE MATTER between **NRR**, Applicant, and **SM**, 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 **city of Yellowknife in the Northwest Territories**;

BETWEEN:

**NRR**

Applicant/Landlord

-and-

**SM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 18, 2024

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

**Appearances at Hearing:** SM, representing the Applicant

**Date of Decision:** December 18, 2024

## **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against SM as the Respondent/Tenant was filed by the Rental Office November 14, 2024. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on November 18, 2024.

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

A hearing was scheduled for December 18, 2024, by three-way teleconference. SM appeared representing the Applicant. The Respondent did not appear, nor did anyone 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 to review the evidence and testimony.

### *Tenancy agreement*

Evidence provided establishing a fixed term tenancy agreement between the parties. The application packaged contained two notices for 10-day Lease Termination. The notices were in the name of the Tenant and one other person. When questioning why the notices contained two names, the Landlord testified they had made an addendum thinking this would change the tenancy from sole to joint and later learned this was incorrect as steps were required to change the tenancy. I am satisfied a valid sole tenancy agreement was in place in accordance with the Act.

### *Previous orders*

Rental Officer Order #10-14020, filed April 25, 2014, required the Respondent to pay \$1,735.40 in rental arrears, terminated the tenancy agreement on May 5, 2014 unless \$500 was paid on or before that date and pay future rent on time.

Rental Officer Order #10-14607, filed April 21, 2015, required the Respondent to pay \$2,965.14 in rental arrears, pay future rent on time and terminated the tenancy agreement on July 31, 2015 unless the arrears were paid in full and the rents for June and July 2015 were paid on time.

Rental Officer Order #17496, dated April 25, 2022, required the Respondent to pay \$8,400.00 in rental arrears and pay future rent on time.

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

*Rental arrears*

The lease ledger entered into evidence represents the Landlord's accounting of the rent and payments received against the Tenant's rental account from the start of the tenancy. At the start of the tenancy, the rent charged was \$1,955.00 and at the time of the application to a Rental Officer the rent charged was 2,100.00 per month.

The lease ledger indicates the Tenant carried an arrears balance through much of the tenancy but had cleared the arrears. The last time the Tenant had a zero or positive balance on their rent account was March 14, 2024. At the time of the application, the Tenant had accumulated rental arrears in the amount of \$9,645.50, equating to more than 4.5 months unpaid rent. The Ledger also indicated partial payments were received on behalf of the Tenant. These payments were received from the Government of the Northwest Territories through a rental assistance program. The Landlord's representative testified they had talked to Tenant regarding payment issues. The Tenant had advised them they had banking issues. The Landlord had recommended the Tenant utilize other options to address the rent and arrears.

Entered into evidence to support the claim was numerous email reminders to the Tenant indicating the current rent charge and arrears balance combined. In review of the emails, it was noted the balances were not always in alignment with the lease ledger. The Rental Officer questioned as to why. The Landlord's representative testified the letters were auto generated and calculated the late penalty in full and not to the specific date and could not be altered. The Landlord's representative acknowledged this is an issue.

An updated lease ledger was provided dated December 17, 2024 was provided to all parties prior to the hearing. The updated ledger indicated no payment was received towards the rent or arrears up to that date. The balance owed for rent and arrears was \$11,745.50.

I am satisfied the lease ledger accurately reflects the Tenants rent account and accumulated rental arrears.

*Termination of tenancy agreement and eviction*

Based on the evidence and testimony of the Landlord's representative, the Tenant's repeated failure to pay the rent in full when due, and accumulated substantial rental arrears, I find the request for termination of the tenancy agreement and eviction to be justified. In agreement with the Landlord's representative, a conditional termination of tenancy agreement and eviction will be issued.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$11,745.50 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time and in full (p. 41(4)(b));
- termination of the tenancy:
  - (a) January 31, 2024, unless \$3,915.00 is paid towards the arrears and the monthly rent for January is paid in full;
  - (b) February 28, 2025, unless \$3,915.00 is paid towards the arrears and the monthly rent for February is paid in full; or
  - (c) March 31, 2025, unless \$3,915.50 is paid towards the arrears and the monthly rent for March is paid in full (p. 41(4)(c) and ss. 83(2)).
- evicting the Respondent from the rental premises:
  - (a) February 1, 2025, if the termination of the tenancy agreement becomes effective January 31, 2025;
  - (b) March 1, 2025, if the termination of the tenancy agreement becomes effective February 28, 2025; or
  - (c) April 1, 2025 if the termination of the tenancy agreement becomes effective March 31, 2025. (p. 63(4)(a), ss.(83(2))).

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Jerry Vanhantsaeme  
Rental Officer