

IN THE MATTER between **VS and ZF**, Applicants, and **AR**, 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:

**VS AND ZF**

Applicants/Landlords

-and-

**AR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 6, 2025

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

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

ZF, representing the Applicant

TD, property manager for the Applicants

AR, representing the Respondent

**Date of Decision:** March 6, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by VS and ZF as the Applicants/Landlords against AR as the Respondent/Tenant was filed by the Rental Office February 7, 2025. 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 February 20, 2025.

The Applicants alleges the Respondent's tenancy was terminated due to a breach of a Rental Officer Order to pay rent and rental arrears. An order was sought for eviction.

A hearing was scheduled for March 6, 2025, by three-way teleconference. VS and ZF appeared representing the Applicants. TD appeared as the Property Manager for the Applicants. AR appeared representing the Respondent. I reserved my decision at the hearing for the Applicant to provide requested documentation and to further review the evidence and testimony.

#### *Previous orders*

Rental Officer Order #18475, dated January 20, 2025, required the Respondent to pay to \$12,345.00 in rental arrears, pay future rent on time, terminate the tenancy agreement on January 31, 2025 unless the rent for January totalling \$2,467.50 is paid in full, or February 28, 2025 unless the rent for February, totalling \$2,467.50 is paid full and the rental arrears of \$9,877.50 are paid in full.

#### *Tenancy agreement*

Evidence presented was a written joint tenancy agreement between the parties for a term of December 1, 2021 through to November 30, 2022, after which continued as a month to month tenancy. In the reasons for decision for Rental Officer Order # 18475, the parties had agreed one of the Tenants had vacated the rental premises on April 4, 2024 and a sole tenancy agreement with AR was created. All parties agreed the sole tenancy remains in place.

I am satisfied a valid sole tenancy agreement is in place in accordance with the Act between the Applicants and AR.

From this point forward the Applicants will be known as the Landlords and the Respondent will be known as the Tenant.

*Termination of tenancy agreement and eviction*

The Landlords claimed the Tenant a hearing was held on January 15, 2025, regarding the Tenant not making payments since August 2024. The Order issued was for the Tenant to pay the rental arrears, pay future on time, terminate the tenancy on specific dates unless the rents are paid on specific dates and the arrears are paid in full. The Landlord claimed the Tenant breached the terms of the order as no payment was made in January 2025 and the Tenant continues to not pay rent or vacate the rental premises.

To support the Landlords' claim entered into evidence was the rent statement showing the rent for January and February 2025 and the arrears had not been addressed.

The Tenant did not dispute the Landlords' claim. The Tenant testified they had not started their new job. The Tenant acknowledges they owe the rent but would like to have until the end of March to vacate the rental premises.

The Rental Officer put forward the proposed move-out date and the Landlord chose not allow the Tenant to remain until the end of the month.

Based on the evidence and testimony, I am satisfied the Tenant breached the terms of Rental Officer Order # 18475 to maintain the tenancy. As a result, the tenancy agreement has been terminated. I am satisfied the Landlords' request for eviction is valid.

*Order*

An order will be issued:

- Evicting the Tenant from the rental premises on or after March 11, 2025.

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Jerry Vanhantsaeme  
Rental Officer