

IN THE MATTER between **NRR**, Applicant, and **RS**, 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-

**RS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 11, 2025

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

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

Jl, representing the Applicant

CW, observing on behalf of the Applicant

RS, representing the Respondent

**Date of Decision:** March 11, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against RS as the Respondent/Tenant was filed by the Rental Office February 10, 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 14, 2025.

The Landlord alleged the Respondent had failed to pay rent on time and in full 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 held March 11, 2025, by three-way teleconference. SM, JI, and CW appeared representing the Applicant. RS appeared representing the Respondent. At the hearing, I reserved my decision to review the evidence and testimony.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties commencing November 1, 2020 to October 31, 2021. The most recent renewal was dated February 15, 2024. 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 #17580, dated July 6, 2022, required the Respondent to pay rental arrears of \$7,170.00, pay future rent on time, terminated the tenancy agreement on December 31, 2022 and to vacate the rental premises on that date unless the arrears are paid in full and the rents for July through December 2022 are paid on time.

Rental Officer Order #18096, dated December 19, 2023, required the Respondent to pay rental arrears of \$5,870.00, terminated the tenancy agreement on May 1, 2024 and to vacate the rental premise on that date unless the rental arrears in the amount of \$13,040.68 and the rents from January through April 2024 are paid in full. Should the tenancy agreement be terminated, evicted the Respondent from the rental premises on May 2, 2024.

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

### *Rental arrears*

The Landlord entered into evidence a "Lease Ledger" representing the Landlord's accounting of rent and payments received against the Tenant's rent account starting November 1, 2020. The charges indicated on the Ledger reflect the last fixed term renewal. The Ledger indicates the current rent charge to be \$2,675.00. It also indicates the last time the Tenant was in a zero or positive balance was December 7, 2021. The arrears balance at the time of the application was \$24,303.68, which equates to more than 9 months of unpaid rent at the current rent charged.

The Landlord claimed the Tenant failed to maintain their rent and did not adhere to the proposed payment plan to address the arrears.

To support the Landlord's claim, entered into evidence were the lease ledger, multiple notice letters, email correspondence between the parties, and a 10-day notice of termination of the tenancy agreement dated December 5, 2024 for the Tenant to vacated the rental premises on December 15, 2024.

Subsection 54(1)(g) of the Act permits a landlord to give a tenant at least 10 days' written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the rent.

The Tenant did not dispute the claim. The Tenant stated they have been struggling over the past year both financially and personally. The Tenant has lost their employment and only recently started work again. The promise to make the payments was through their spouse work but they were injured and placed on disability. To address the arrears, the Tenant stated their tax return would be applied towards the debt. The Tenant's spouse is returning to work soon and between the tax return and their employment, they will address the arrears.

The Rental Officer questioned a notice letter indicating a second person. The Tenant clarified it was a family member who was a co-signer. It was noted the second person was not part of the tenancy and did not reside with the Tenant. The Rental Officer also questioned the payment plan. In response, the Tenant reference back to the loss of their job and their spouse being injured. The Tenant acknowledged they approached the Landlord regarding the issue. The Rental Officer noted the first payment on the agreement had not been paid by the date due and they approached the Landlord after second payment was due, promised to pay but failed to make the payment.

On March 10, 2025, an updated statement was provided showing the Tenant had not made any payments towards the rent since the application had been filed. To determine the arrears, the Rental Officer accounted for the rent charges of \$45,003.00 plus the \$370.00 approved late payment penalty subtract the \$22,000.00 paid towards the rent. After completing the calculation, the balance owed is \$23,373.00.

The Rental Officer discussed between the parties to address the debt based on the remittance of income tax and further payments. The Landlord rejected the proposal based on the Tenant's history.

I find the Tenant repeatedly failed to pay rent in full when due, accumulating rental arrears in the amount of \$23,373.00.

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

Subsection 54(1)(g) of the Act provides for a landlord to give a tenant at least 10-days written notice to terminate the tenancy agreement where the tenant has repeatedly failed to pay the full amount of the rent or to pay the rent on the dates specified in the tenancy agreement. Subsection 54(4) of the Act specifies that where a notice is given under subsection 54(1) the landlord must make an application to a rental officer for an order to terminate the tenancy agreement. The termination of the tenancy under section 54 is not enforceable or binding without an order by a rental officer.

In consideration of the Tenant's failure to pay their rent and the substantial amount of rental arrears accumulated, I am satisfied termination of the tenancy agreement and eviction are justified.

#### *Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$23,373.00 (p. 41(4)(a));
- terminating the tenancy on April 6, 2025 (p. 41(4)(c)); and
- evicting the Tenant from the rental premises on April 7, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer