

IN THE MATTER between **NRR**, Applicant, and **EO and BH**, Respondents;

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-

EO AND BH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 11, 2025

Place of the Hearing: Yellowknife Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Date of Decision: March 12, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against EO and BH as the Respondents/Tenants 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 Respondents by email and deemed served on February 14, 2025.

The Applicant alleged the Respondents repeatedly failed to pay rent on time and accumulated rental arrears. An order was sought for payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was held March 11, 2025 in-person. SM and appeared representing the Applicant. The Respondents did not appear, nor did anyone on their behalf. The Respondents were served notice of the hearing on Email on February 14, 2025. The hearing proceeded in the Respondents absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. Due to the severity of the claim, I reserved my decision for the Applicant to provide requested documents and to further review the evidence and testimony.

Tenancy agreement

The application did not contain a tenancy agreement between the parties. Entered into evidence was a "Lease Ledger" and "Move-in Inspection and Acceptance Report" indicating the Respondents' had taken possession of the rental premises on March 4, 2021 and two fixed-term lease commencement rent forms signed by all parties on April 18, 2022 and again on April 14, 2024. The Landlord clarified there was no written tenancy agreement in place. The Landlord testified and noted in evidence EO had signed the entry inspection report. Based on the supporting evidence, I find there is an implied joint tenancy agreement in place in accordance with the Act.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

Arrears

The Landlord claimed the Tenants failed to pay rent in full resulting in the accumulation of 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 \$1,363.87 and at the time of the application to a rental officer, had increased to \$1,625.00 per month.

The last time the Tenants has a zero or positive balance on the rent account was August 18, 2023. The ledger also indicates at the time of the application the arrears balance was \$18,718.75, equating to more than 11.5 months of unpaid rent. According to the ledger, in the 12 months prior to the application, the Tenants paid one month rent, three partial months payments, and failed to pay 9 months of rent.

The Landlord's representative testified the Tenants have contacted their office advising they would be willing to pay but have not entered into any type of payment plan.

To support the Landlord's claim were notice letters and two 10-day written notices to terminate the tenancy agreement. The most recent termination notice was dated October 29, 2024 for the Tenants to vacate the rental premises on November 8, 2024. At the time of the notice, the Tenants arrears were recorded to be \$12,213.75.

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 Rental Officer questioned the Landlord's representative why there was only one Tenant named on notice letters. The Landlord's representative advised the Landlord's accounting system only identifies one Tenant on their system. Other people registered as roommates. In order to add the second person, they need to make changes to the system but have been unsuccessful. The Rental Officer questioned if the second Tenant could be unaware of the rental arrears. The Landlord's representative testified the second Tenant is aware as they have contacted the Landlord regarding payment of the arrears. The Landlord also referred to notes they had regarding correspondence with the Tenants. As the notes were not included in the application, the Rental Officer requested and was provided a copy of the notes. A copy of the notes was also provided to the Tenants.

On March 10, 2025, an updated statement was provided showing the Tenants arrears had increased to \$20,452.75.

I find the Tenants repeatedly failed to pay rent on time and in full when due, accumulating rental arrears in the amount of \$20,452.75.

Termination of the 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.

As the 10-day notice of termination was ended on November 8, 2024, and the Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement, the Rental Officer deemed the Landlord as having reinstated the tenancy.

However, in consideration of the Tenants' failure to pay the rent in full and the substantial amount of rental arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

Orders

- requiring the Tenants to pay the Landlord rental arrears in the amount of \$20,452.75 (p. 41(4)(a));
- terminating the tenancy agreement on April 6, 2025 (p. 41(4)(c)); and
- evicting the Tenants from the rental premises on April 7, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer