

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

WRB

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

Date of Decision: March 12, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against WRB 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 Applicant alleged the Respondent repeatedly failed to pay rent on time and in full 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 appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Respondent was served notice of the hearing by email on February 14, 2025. The hearing proceeded in the Respondent's 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.

Preliminary matters

The Rental Officer questioned service of documents via email. The Applicant's representative testified the email used for service is the email on file and would have been provided by the Respondent.

Tenancy agreement

The tenancy agreement provided in the application was incomplete. The Rental Officer requested and was provided the complete tenancy agreement. Evidence presented established a fixed term tenancy agreement between the parties commencing September 1, 2008 to August 31, 2009. The tenancy agreement was signed by all parties. The application contained a fixed term renewal dated of March 5, 2024. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order # 10-14009, dated May 6, 2014, required the Respondent to pay to the \$1,458.00 in rental arrears, and to 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 Landlord claimed the Tenant's failed to pay rent in full resulting in the accumulation of 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 current fixed term renewal. The Ledger indicates the current rent charge to be \$1,665.00. It also indicates the last time the Tenant was in a zero or positive balance was May 27, 2024. The arrears balance at the time of the application was \$13,970.54, which equated to more than 8.3 months of unpaid rent.

Entered into evidence were 7 notice letters to the Tenant between November 22, 2024 and January 11, 2025. Also, provided was a 10-day notice of termination dated November 12, 2024 for the Tenant to vacate the rental premises on November 22, 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.

On March 10, 2025, an updated statement was provided showing the Tenant had not made any payment towards their rent or arrears since the application was made and the arrears increased to \$15,739.54.

I am satisfied the Ledger accurately reflect the current status of the rent account. I find the Tenant repeatedly failed to pay the rent when due and in full and accumulated rental arrears in the amount of \$15,739.54.

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 22, 2024, I found 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 and therefore deem the Landlord as having reinstated the tenancy.

However, in consideration of the Tenant's 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 are justified.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$15,739.54 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on April 6, 2025 (p. 41(4)(c)); and
- evicting the Tenant from the rental premises on April 7, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer