

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

**MF**

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, 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 MF and DJ 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 Respondent by email and deemed served on February 14, 2025.

The Applicant alleged the Respondent failed to pay rent in full and on time resulting in the accumulation of arrears. The Applicant also claims the Respondent is responsible for damages caused by the conduct of a guest of the Respondent. An order was sought for rental arrears, cost for the damages, termination of the tenancy agreement, and eviction.

#### *Preliminary matters and tenancy agreement*

A hearing was scheduled for March 11, 2025 in-person. SM, JI, and CW appeared representing the Applicant. The Respondents did not appear. The Rental Officer noted there was a different email noted on the tenancy agreement and that email had not been served with the application and could not confirm all parties were aware of the claim. The hearing was to be rescheduled however, the Applicant advised the Rental Officer they were informed by MF that DJ was deceased, but they have not received any additional information to verify this.

Subsection 9(1) states a tenancy agreement may be oral, written or implied. Subsection 9(3) states a written tenancy agreement must be signed by the parties or their agents and may be in the form of a tenancy agreement set out in the regulations. Subsection 9(4) states a tenancy agreement is deemed to be in writing where it has been signed by one party or his or her agent, given to other party or his or her agent and the landlord permits the tenant to take occupancy of the rental premises.

As there was correspondence with MF within the last 5 months from a separate email regarding the tenancy, the Reasons for Decision in the previous Rental Office file, and testimony from the Landlord, I allowed the hearing to proceed against MF.

The Style of Cause is changed from MF and DJ to MF only.

#### *Previous orders*

Rental Officer Order #17690, dated December 6, 2022, required the Respondent to pay rental arrears in the amount of \$4,803.72, and pay future rent on time.

### *Rental arrears*

The Landlord claimed the Tenant 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 3, 2020. The Ledger indicates the current rent charged at the time of the application was 1,800.00. It also indicates the last time the Tenant was in a zero or positive balance was September 11, 2024. The balance owed on the ledger at the time of the application was \$6,226.38. The ledger also indicates the Tenant was invoiced for damages on October 2, 2024 for \$2,500.00. Damages are not considered arrears. After removing the invoice, the Tenant had an arrears balance of \$3,726.38, which equates to more than 2 months of unpaid rent.

To support the Landlord's claim, entered into evidence was the lease ledger, notice letters, email correspondence between the parties, and a 10-day written notice to terminate the tenancy agreement dated November 12, 2024 for the Tenant to vacate the rental premiss 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's arrears had increased to \$5,630.38.

I find the Tenant repeatedly failed to pay rent on time and in full when due, accumulating rental arrears in the amount of \$5,630.38.

### *Damages to rental premises*

The Landlord claims the Tenant has caused significant damages in the rental premises and therefore responsible for the cost of repairs. The Landlord claims the Tenant has been allowing unauthorized individuals into the rental premises.

The Rental Officer requested clarification on the damages claimed. The Landlord's representative testified they are referring to the damages within the rental premise itself. To support their claim, were photos of the rental premises. The Landlord's representative also testified they had been told the damages were the result of a burglary/forced entry but have yet to receive any type of RCMP reports or notices from the Tenant regarding the issue. The Landlord claims the Tenant has allowed individuals to enter and cause damages to the rental premises.

In review of the evidence, there are definite signs of damages to the rental premises caused by either the Tenant or their guests.

The Rental Officer explained without costs no relief can be issued. **The claim for damages is dismissed.**

*Tenant damages - false fire alarm costs*

The Landlord claimed the Tenant's guest is responsible for the false activation of the fire alarm system within the rental complex, resulting in a charge of \$2,500.00, and therefore responsible for the costs associated with the false alarm.

An individual is considered a guest when they are not listed on the tenancy agreement or they visit a tenant occasionally or stays over night periodically. When a tenant has a guest, they are responsible for that person from the moment they enter the rental premises or complex and vacate the same with their permission.

To support the Landlord's claim was video evidence of the Tenant's guest blowing smoke towards the fire alarm sensor and a report from the building security identifying the individual and who they were a guest of.

The Rental Officer requested and received the invoice from the city for the false alarm charge.

After reviewing the video security footage and evidence, I am satisfied the Tenant is responsible for the fire department callout in the amount of \$2,500.00.

*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 valid.

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$5,630.38 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the costs incurred for a fire department call out for a false alarm in the amount of \$2,500.00 (p. 42(3)(c));
- prohibiting the Tenant or their guests from causing any further damages to the rental premises or rental complex (p. 42(3)(b));
- 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