

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

**TW**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 3, 2025

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

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

**Date of Decision:** April 3, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against TW 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 scheduled for March 11, 2025, in person. SM appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Applicant's representative advised they had been contacted by the Respondent and informed they had a personal issue and would not be able to attend the hearing and requested the hearing to be rescheduled. The Landlord agreed to the rescheduling. The rescheduled hearing took place April 3, 2025, by three-way teleconference. SM appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The Respondent was served notice of the rescheduled hearing by email and deemed served on March 15, 2025. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. At the end of the hearing, I gave an oral order for the arrears and advised the date for termination and eviction would be provided in the reasons for decision.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties commencing on May 1, 2021 to April 30, 2022. The parties continued with fixed term tenancies. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

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

#### *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 since the start of the tenancy. The charges indicated on the ledger reflect the agreed upon rent on the tenancy agreement and fixed term renewals. The ledger indicates the current rent charge to be \$1,950.00. It also indicates the last time the Tenant was in a zero or positive balance was July 31, 2024. At the time of the application, the arrears were \$6,050.70 which equates to more than 3 months of unpaid rent.

The Landlord's representative testified the Tenant had not paid the rent in accordance with the tenancy agreement. The Landlord's representative testified the Tenant has not addressed the arrears. The Landlord also stated the Tenant advised by email they have applied for assistance to address their rental arrears.

To support the Landlord's claim were 7 arrears letters sent to the Tenant between November 22, 2024 and January 11, 2025. Also, provided, was a 10-day notice of termination dated November 13, 2024 for a termination dated November 23, 2024. The arrears recorded on the 10-day notice was \$5,690.70.

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 and was advised the "10-Day Notice" was personally served on the Tenant.

An updated ledger was provided March 12, 2025, prior to the original hearing date. The ledger showed payments were made and the arrears were reduced to \$5,304.70. On April 2, 2025, a second updated ledger was provided. The second ledger updated showed no further payments had been made and the arrears for March remained \$5,304.70 and the rent was not paid on time for April 2025 and the balance owed in total was \$7,254.70.

As the hearing date was at the beginning of the month, the Tenant could still address the current months rent, therefore I view the proven rental arrears to be \$5,304.70.

I am satisfied the ledger accurately reflect the current status of the rent account. I find the Tenant has repeatedly failed to pay the rent when due and in full and as if March 31, 2025, has accumulated rental arrears in the amount of \$5,304.70.

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

Subsection 41(1) states a Tenant shall pay to the Landlord the rent lawfully required by the tenancy agreement on the dates specified in the tenancy agreement.

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 23, 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 I deem the Landlord as having reinstated the tenancy.

However, in consideration of the testimony and evidence presented, the Tenant repeatedly failing to pay rent in full and on time, resulting in the accumulation 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 \$5,304.70 (p. 41(4)(a));
- terminating the tenancy agreement on April 30, 2025 (p. 41(4)(c));
- evicting the Tenant from the rental premises on May 1, 2025 (p. 63(4)(a)).

---

Jerry Vanhantsaeme  
Rental Officer