

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

JR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 17, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

Date of Decision: April 17, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against JR as the Respondent/Tenant was filed by the Rental Office March 12, 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 March 16, 2025.

The Applicant alleged the Respondent repeatedly 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 scheduled for April 17, 2025, by three-way teleconference. SM appeared representing the Applicant. The Respondent did not attend nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act. I reserved my decision for the landlord to provide requested documentation and to review the evidence and testimony.

Previous orders

Rental Officer Order #18313, dated July 9, 2024, required the Respondent to pay \$1,563.90 in rental arrears, pay future rent on time, terminated the tenancy agreement on December 31, 2024 unless the rental arrears were paid in full and the monthly rents for July through December were paid in full and on time.

Tenancy agreement

Evidence presented established a joint fixed term tenancy agreement between the Applicant and two tenants (JR and EC) commencing September 1, 2026 to August 31, 2017. After which, the tenancy continued as a month-to-month tenancy.

A previous hearing determined the tenancy agreement changed from joint to a sole tenancy starting April 1, 2024 as an implied tenancy agreement only.

I am satisfied a valid sole tenancy agreement is in place in accordance with subsection 9(2) of the Act.

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

Arrears

The Landlord testified the Tenant failed to pay rent on time and in full in accordance with the tenancy agreement. The Tenant also failed to comply with their payment plans. The Landlord stated on December 24, 2024, the tenant was seeking assistance under Jordan's Principle, but they have yet to receive payment. Also, on April 16, 2025, the Tenant forwarded the current lease ledger to Jordan's Principle. The Landlord acknowledged the likelihood of approval but they have had no indication that it would be. To support the Landlord's claim was a "Lease Ledger", multiple letters to the Tenant, and email correspondence with the Tenant regarding the requirement to vacate rental premises, as the tenancy was terminated in accordance with Rental Officer Order #18313.

The Landlord's "Lease Ledger" represent the Landlord's accounting of the rent and payments received against the Tenant's rent account since the start of the tenancy. The ledger indicated the current rent charge to be \$2,250.00 and the Tenant has maintained an arrears balance since the start of the tenancy. At the time of the application, the ledger showed a total arrears balance of \$10,386.02.

On April 16, 2025, the Landlord submitted an updated lease ledger showing no further payments toward the arrears or April 2025 rent. In review of the ledger, it was noted the Tenant was charged an extra \$4.00 in late payment penalties on January 31, 2025. After adjusting the charges and the balance from the previous order, I find the arrears balance to be \$9,295.00.

Subsection 41(1) of the Act states "a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement."

While payments were made, they were not in full or on time. This resulted the accumulation of rental arrears as noted earlier. While there is possibility of rental assistance, the assistance cannot be guaranteed and whether approved or not, the Tenant remains responsible for the payment of rent in accordance with the tenancy agreement.

I am satisfied the Tenant is responsible for outstanding rental arrears in th amount of \$9,295.00.

Termination of the tenancy agreement and eviction

The application noted termination under paragraph 54(1)(g) which was not included in the application package itself. The Rental Officer pointed out the Landlord is responsible for notice under paragraph 54(1)(g). The Landlord's representative reiterated the tenancy was terminated on December 31, 2024 for failure to adhere to Rental Officer Order #18313. In review of the Rental Officer Order #18313 and the evidence presented, I am satisfied the tenancy was terminated on December 31, 2024, and the tenancy was not reinstated. I find the Landlord's request for eviction to be justified.

Orders

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$ 9,295.00 (p. 41(4)(a));
- evicting the tenant from the rental premises on May 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme

Rental Officer