

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

**JWG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 27, 2025

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

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

**Date of Decision:** May 27, 2025

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Land against JWG as the Respondent/Tenant was filed by the Rental Office April 4, 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 on April 12, 2025.

The Applicant alleged the Respondent failed to pay rent on time and in full, resulting in the accumulation of arrears and caused disturbances. An order was sought for arrears, not to cause disturbances, termination of the tenancy, and eviction.

A hearing was scheduled for May 27, 2025, by three-way teleconference. SM appeared representing the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony provided.

#### *Tenancy agreement*

Entered into evidence was a fixed term tenancy agreement from October 1, 2024 to September 30, 2025. 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.

#### *Rental arrears*

Subsection 41(1) A tenant shall pay to the Landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent in full resulting in the accumulation of rental arrears.

Entered into evidence was a Lease Ledger, Tenant history, an email, and notice letters. Also, provided was a 10-day notice of termination dated February 18, 2025 for the Tenant to vacate the rental premises on February 28, 2025. An email chain between the parties indicated the Landlord was willing to reinstate the tenancy if the Tenant could address the rent account.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenant's rent account starting October 1, 2024. The charges indicated on the Ledger reflect the current fixed term with a monthly rent charge of \$1,700.00. It also indicated the last time the Tenant was in a zero or positive balance was October 2, 2024. The arrears balance at the time of the application was \$6,703.62, equating to more than 3.5 months of unpaid rent.

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 note indicated the email on the tenancy agreement was incorrect but was later provided by the Tenant. As a result, 2 letters were not received by the Tenant. The remaining letters were sent to the correct email.

On May 26, 2025, the Landlord provided an updated ledger showing \$2,125.54 was paid towards rent and arrears, reducing the amount owed to \$6,288.08.

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 \$6,288.08.

#### *Disturbances*

Section 43 of the Act states: "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex." Section 12(c) of the written tenancy agreement refers to the Tenant's obligation to not disturb the landlord and other tenants possession or enjoyment of the rental premises or residential complex.

The Landlord's representative testified the issue of disturbances had been addressed and the claim was withdrawn.

#### *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.

In consideration of the testimony and evidence provided, I find the Landlord was appropriate in providing the Tenant with a 10-Day Notice of Termination. 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 the Landlord rental arrears in the amount of \$6,288.08 (p. 41(4)(a));
- terminating the tenancy agreement on June 30, 2025 (p. 41(4)(c), p. 54(1)(g)); and
- evicting the tenants from the rental premises on July 1, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer