

IN THE MATTER between **NRR**, Applicant, and **CA and TA**, Respondents;

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-

**CA AND TA**

Respondents/Tenants

**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/Landlord against CA and TA as the Respondents/Tenants 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 both Respondents by email and deemed served on April 12, 2025.

The Applicant alleged the Respondents failed to pay rent on time and in full, resulting in the accumulation of arrears and non-compliance with other obligations under the tenancy agreement. An order was sought for arrears, comply with other obligations, termination of the tenancy, and eviction.

A hearing was scheduled for May 27, 2025, by three-way teleconference. SM appeared representing the Applicant. The Respondents 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 running from November 1, 2018 to October 31, 2019. A signed fixed term renewal was completed and running until January 31, 2026. 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 Respondents as the Tenants.

#### *Rental arrears*

Subsection 41(1) states, 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 Tenants failed to pay rent in full resulting in the accumulation of rental arrears.

To support the Landlord's claim, entered into evidence was a Lease Ledger, email correspondence, multiple notices, and two 10-day notices of Termination. One notice was dated Dec 13, 2023 and in the name of one Tenant, and the second notice was dated October 23, 2024 in both Tenants names. The second notice requested the Tenants to vacate the rental premises on November 2, 2024.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account starting November 3, 2020. The charges on the Ledger reflect the current monthly rent of \$1,575.00. It also indicates the last time the Tenants had a zero or positive balance was April 28, 2023. The ledger shows \$400.00 in lock out charges. Lock out charges are not considered arrears. After removing the charges from the Ledger, the arrears balance worked out to \$11,252.15, equating to more than 7 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.

Prior to the hearing, an updated Lease Ledger was provided to the Tenants and the Rental Officer. A review of the updated Ledger indicated a payment towards rent had been made since the application had been filed but the arrears increased to \$11,262.15.

I am satisfied the Ledger accurately reflects the current status of the rent account. I find the Tenants repeatedly failed to pay the rent when due and in full and accumulated rental arrears in the amount of \$11,262.15.

#### *Other obligations*

Subsection 45(1) states, where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable under the circumstances.

The Landlord requested payment for 6 lock changes to the rental premises from December 2021 to August 2024.

The Rental Officer pointed and the Landlord's representative acknowledged two of the lock changes (December 7, 2021 and October 23, 2022) had been cleared as they were recorded on the Ledger and the Ledger had a zero balance on April 28, 2023.

The Rental Officer also questioned invoices for the remaining four lock changes. The Landlord's representative stated, they did not have invoices due to a system change and unable to have them yet. As the Landlord did not have the invoices in the application or provide prior to the hearing, the claim for the lock changes is **dismissed**.

*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 ended on November 2, 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 Tenants' 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 to be justified.

*Orders*

An order will be issued:

- requiring the Tenants to pay the Landlord rental arrears in the amount of \$11,262.15 (p. 41(4)(a));
- terminating the tenancy agreement on June 30, 2025 (p. 41(4)(c)); and
- evicting the tenants from the rental premises on July 1, 2025 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer