

IN THE MATTER between **5NWT**, Applicant, and **DP**, 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 **Janice Laycock**, Rental Officer, regarding a
rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

5NWT

Applicant/Landlord

-and-

DP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 25, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DR, representing the Applicant

Date of Decision: June 27, 2025

REASONS FOR DECISION

An application to a rental officer made by 5NWT as the Applicant/Landlord against DP as the Respondent/Tenant was filed by the Rental Office April 9, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondent on June 1, 2025.

The Applicant claimed the Respondent had failed to pay rent on time, accruing rental arrears and had repeatedly disturbed other tenants. They sought an order for the Respondent to pay rent owing, pay their rent on time in the future, and termination of the tenancy agreement.

A hearing was held on May 28, 2025 by three-way teleconference. DR and DT appeared representing the Applicant. The Respondent, DP appeared, along with BJ from XXXXXXX, Government of the Northwest Territories. I adjourned this hearing to June 25, 2025, as the Applicant's representative was about to catch a flight and not able to continue the hearing and in order to receive updates on payments of rent and rental arrears, as well as any further information on disturbances.

The hearing resumed on June 25, 2025, by three-way teleconference. The updates to the evidence requested in May 2025, were not received from the Applicant in time for the hearing. DR appeared representing the Applicant. The Respondent did not appear at the hearing nor did anyone appear on their behalf. As the Respondent had been provided notice of the hearing by email deemed served on June 1, 2025, the hearing continued in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

I reserved my decision at the hearing in order to review evidence received too late to include in the hearing.

Tenancy agreement

The Applicant provided as evidence a copy of the written tenancy agreement between the parties commencing on March 21, 2024, for the term "first day of 21, 2024, to last day of 21, 2025". At the hearing on May 28, 2025, the parties agreed that this was an error in the agreement and the term was March 21, 2024, to the last day of February 2025, and that this tenancy continues month to month, and the rent continues to be \$2,450 per month.

I am satisfied there is a valid tenancy agreement between the parties in accordance with the Act.

Rental arrears

In their application the Applicant claimed that the Respondent “has accumulated overdue rent payments for October and February, no attempts to repay had been made”. Their statement of charges and payments provided as evidence and dated April 7, 2025, confirms this claim and includes charges for April 2025 as well, bringing the balance owing to \$7,350. This does not include late payment penalties. At the hearing on May 28th, 2025, the Applicant testified that April’s rent had not been paid and rent for May was also outstanding, bringing the amount owing to \$9,800.

The Respondent testified they were working on paying off their arrears and securing regular support to pay their rent on time. BJ, from XXXXXXXX at the Government of the NWT confirmed that rent for May would be paid by income support and funding was being sought through a variety of sources to pay the Respondent’s rental arrears. The Respondent testified that they had paid rent for April by cheque directly to the Landlord’s office and were not sure why the Applicant was claiming the rent was not paid.

The Applicant could not respond to the testimony about April’s rent, admitting that a mistake could have been made in the statement. I adjourned the hearing until June 25, 2025, to allow the parties more time to resolve the issues with the rent, rental arrears and determine what the status of the rental account is. I explained that according to the subsection 41(2) of the Act and section 3 of the *Residential Tenancies Regulations*, the Applicant could charge late payment penalties of “\$5 plus \$1 for each day after the due date that the rent is late”. I asked the Applicant to provide an updated rental statement prior to the resumption of the hearing.

A revised statement dated May 28, 2025, was provided to the Rental Office too late to consider for the hearing, another statement dated June 25, 2025 was provided to the Rental Office by email and cc’d to the Respondent five minutes before the resumption of the hearing on June 25, 2025. I did not accept the later statement as it was provided too late to review prior to the hearing but allowed the Respondent to testify to the current status of the rent account.

The Applicant testified that two payments had been made in June, for \$2,208.92, and \$2,450, and with late payment penalties the Applicant currently owed \$9,777.31. They testified that rent paid in April by cheque #27-4335 had been applied to rent owing in January 2025. I pointed out that in their Application they claimed that rent was owing for October 2024 and February 2025, so it was not clear to me how there could now be rent owing for January. I reserved my decision at the hearing in order to review the statements, consider when payments had been made, assess late payment penalties charged and determine outstanding rental arrears.

The Applicant's statement is in the form of an invoice, does not include a running balance, attributes rent to prior months where there were arrears owing rather than the month paid, and it also includes charges totalling \$1,928.23 for repair of damages. These charges are not rental arrears, are not part of the Application, and will be deducted.

The statement also includes late payment penalties for February \$63, March \$65, April \$65 and May 2025, \$65, totalling \$258, that are not consistent with the Act and Regulations. When the amounts for damages and late payment penalties are deducted from the total claimed, the amount claimed for rental arrears totals \$7,591.08, and this is consistent with the statement.

The following is based on the rental statement provided by the Applicant. I have included it to show when payments were made, assess late payment penalties, and determine the Respondent's history of arrears and their outstanding balance.

Month	Charge	Payment	Date	Balance
April 2024	\$2,450	\$2,450	March 21, 2024	\$0
May 2024	\$2,450	\$3,450	May 1 \$2,450 May 14 \$1,000	(\$1,000)
June 2024	\$2,450	\$3,900	June 6 \$1,450 June 7 \$1,150 June 24 \$1,300	(\$2,450)
July 2024	\$2,450	\$0		\$0
Aug 2024	\$2,450	\$0		\$2,450
Sept 2024	\$2,450	\$0		\$4,900
Oct 2024	\$2,450	\$4,900	Oct 7 \$4,900	\$2,450
Nov 2024	\$2,450	\$0		\$4,900
Dec 2024	\$2,450	\$2,450	Dec 26 \$2,450	\$4,900
Jan 2025	\$2,450	\$4,900	Jan 6 \$2,450 Jan 6 \$2,450	\$2,450
Feb 2025	\$2,450	\$0		\$4,900
March 2025	\$2,450	\$2,450	March 14 \$2,450 (cheque # 27-43345)	\$4,900
April 2025	\$2,450	\$0		\$7,350
May 2025	\$2,450	\$0		\$9,800
June 2025	\$2,450	\$4,658.92	June 3 \$2,208.92 June 5 \$2,450	\$7,591
TOTAL	\$36,750	\$29,158.92		\$7,591.08

According to the Applicant's rental statement, no payment was made in April, but a payment was made by cheque March 14, 2025. Also, despite the Applicant's testimony that April's payment was applied to outstanding rent for January 2025, the statement shows that two payments were made in January for rent and arrears.

It is my opinion that the Applicant's practice of applying rent paid in a month to previous arrears and describing rent for that month as unpaid is confusing to them and their tenant. For instance in their original application they claimed no rent was paid in October, but according to the statement \$4,900 was paid in that month. Unless otherwise directed by the Tenant(which they did not do), I would apply the payment first to rent and then to arrears. Despite the Applicant's description in their application and at the hearing, I believe the statement provided accurately reflects the rent charged and payments made resulting in current arrears (not including late payment penalties) totalling \$7,591.08.

In their updated statement the Applicant has claimed a total of \$258 for late payment penalties, despite reviewing the penalties with the Applicant at the previous hearing, this amount is not consistent with the Act and Regulations. I have calculated the late payment penalties for these months in 2025 as follows:

\$32 February - $\$5 + \$27 = \$32$;
\$0 March - rent was paid in March - no late payment penalties due;
\$34 April - $\$5 + \$29 = \$34$;
\$35 May - $\$5 + 30 = \35
\$101 TOTAL Late Payment penalties

With late payment penalties included, I find the Respondent is currently responsible for rental arrears totalling \$7,692.08, and an order will issue for that amount.

Disturbances

The Applicant claimed the Respondent has caused disturbances by leaving garbage in common areas, permitting access to individuals who disturb other tenants, including people who are intoxicated and passed out in stairwells and in front of the unit. In their application the Applicant provided as evidence complaints from other tenants about the disturbances and testified that they followed up with the tenant after each complaint. The complaints included the following:

- April 7, 2025 - visitors from Respondent's unit were drunk, followed the complainant down the hall and they felt threatened, also strong smell of marijuana, and a man was passed out in hallway blocking their access;
- No date - complaint mentioning police called a number of times to deal with Respondent's guests. Also, heavy banging on Respondent's door, then on the complainants door. Later the same night someone knocked on complainants door from 9:00pm to 11:30pm, when they forced their way into the Respondent's unit;

- March 30, 2025 - complaint about disturbances by Respondent over several months, guests are loud and disruptive, often people coming and going in the middle of the night, pounding on doors and yelling in apartment and hallway, cigarette and marijuana smoke in hallway, Respondent's guests are inebriated and the complainant doesn't feel safe; and
- March 29, 2025 - complaint about frequent yelling, arguments and swearing from the Respondent's unit and a lot of pounding on the complainants door by people wanting entry to the Respondent's unit, also pounding on the Respondent's door.

Further evidence of disturbances was provided prior to the hearing on May 28, 2025:

- No date - complaint about incident at 4:45am, woman screaming for help and then crashing onto the complainant's balcony, while someone threw things at the women. RCMP responded. This was disturbing and alarming for the complainant, they also claimed the noise from the unit has become unbearable almost every night - loud footsteps and constant noise; and
- No date - another complaint about the incident where the woman fell from a balcony and RCMP called.

At the hearing on May 28, 2025, the Respondent acknowledged the disturbances, claimed that they had tried to kick out these visitors and didn't know what they are doing in the building. They also testified that their former partner had stolen their keys and was entering the building without their permission and causing disturbances and they had called the RCMP to report the stolen keys. I pointed out to the Respondent that under section 43 of the Act, they are responsible for disturbances caused by themselves or their guests.

When the hearing resumed on June 25, 2025, the Applicant reported that the locks had been changed and things had quieted down since then. There have been no further complaints.

Based on the evidence and testimony I am satisfied that the Respondent or their guests have been responsible for repeated disturbances. Although, there have been no further disturbances, I will issue an order requiring the Respondent to comply with their obligations under the Act and not breach this obligation again.

Termination of the tenancy agreement

At the hearing on June 25, 2025, the Applicant testified that although payments have been made against the arrears in June, they were still seeking termination of the tenancy agreement.

After reviewing the statements I see that the Respondent paid no rent in August, September and November 2024, as well as February, April and May 2024. They have made some payments against their arrears in October 2024, January and June 2025. However, despite efforts to secure funding to pay off the entire arrears there is still \$7,692.08 owing. .../7

As the Respondent did not show up for the resumption of the hearing on June 25, 2025, I am not able to determine if payments are forthcoming.

According to the evidence and testimony by the Applicant, the Respondent has repeatedly not paid their rent when due and I am satisfied that termination of the tenancy agreement is justified.

However, considering the Respondent's efforts to secure funding to pay off their arrears and payments made in June on rent and arrears, I will issue a conditional order for the termination of the tenancy agreement on July 31, 2025, and the Respondent to vacate the rental premise on that date unless the rent for July 2024 and rental arrears in the amount of \$7,692.08 are paid in full.

The Applicant will need to make an application for eviction if the Respondent does not comply with these conditions and does not vacate the rental premises.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$7,692.08 (p. 41(4)(a));
- requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
- requiring the Respondent to not disturb the landlord's or other tenants possession or enjoyment of the rental premises or residential complex and not breach this obligation again (p. 43(3)(a) and p. 43(3)(b)); and
- terminating the tenancy agreement on July 31, 2025, and requiring the Respondent to vacate the rental premises on that date, unless rent for July 2025, is paid and rental arrears of \$7,692.08 are paid in full (p. 41(4)(c) and ss. 83(2)).

Janice Laycock
Rental Officer