

IN THE MATTER between **NRR**, Applicant, and **DS and TK**, 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-

DS AND TK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 30, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

DS, representing a Respondent

Date of Decision: August 13, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against DS and TK as the Respondents/Tenants was filed by the Rental Office June 26, 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 Respondents by email and deemed served on June 30, 2025.

The Applicant alleged the Respondents failed to pay rent on time, and in full resulting in arrears. An order was sought for arrears, pay future rent, termination of the tenancy agreement and eviction.

A hearing was scheduled on July 30, 2025, by three-way teleconference. SM appeared to represent the Applicant. DS appeared to represent a Respondent. TK did not appear, nor did anyone on their behalf. The hearing proceeded in TKs' absence pursuant to subsection 80(2) of the Act. I reserved my decision for the Applicant to verify payment and to provide requested documentation, and to review the evidence, and testimony.

Tenancy agreement

Evidence presented established a tenancy agreement between the parties starting October 1, 2021. The Tenancy agreement was signed by all parties. I am satisfied a valid tenancy 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. The Tenant in attendance will be known as DS.

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, resulting in the accumulation of arrears. To support the claim, entered into evidence was a lease ledger, arrears notices, and multiple early termination notices under paragraph 54(1)(f), and notes.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account starting October 1, 2021. The charges on the Ledger reflect the current monthly rent of \$2,875.00. It also indicates the last time the Tenants had a zero or positive balance was April 29, 2022.

The arrears balance at the time of the application was \$15,312.27. At the current rent charge, arrears balance equated to more than 5.3 months of unpaid rent. .../2

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.

On July 7, 2025, the Landlord provided an updated ledger showing July rent was paid but due to late payment, penalties had been applied, resulting in the arrears increasing to \$15,360.27.

In response to the claim, DS stated the other Tenant has vacated the rental premises and advised the Landlord they would remain responsible for their portion of the arrears.

Prior to the hearing DS provided the Landlord with documentation show a \$7,000.00 was to be paid towards the arrears. The Landlord agreed to accept the payment and set-up a payment plan over 5 months. The payment plan was for the Tenants to pay the monthly rent plus \$1,672.10 towards the arrears balance.

The Rental Officer reviewed the payment documentation, and proposed payment plan. Documentation noted a portion of the arrears payment was to be provided from an outside source, and an amount was to be paid by DS. It was noted the proof of payment could be reversed. The Rental Officer questioned and the Landlord advised they have not received payment at the time of the hearing. However, it can take time for the transaction to go through to the Landlord. As the parties had started a discussion on repayment, the Rental Officer questioned and the Landlord agreed to extend the repayment plan to 6 months.

The Rental Officer allowed 5 days for the Landlord to verify payment. The Landlord advised payment was not received. The Rental Officer extended the time for a further 7 days, again the Landlord verified payment had not been received.

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 \$15,360.27.

Mediated agreements

Section 79.1 permits a Rental Officer to mediate an agreement between the parties and express results in an order, provided the Rental Officer has the authority under the Act to make an order of the kind.

79.1.(1) Where a rental officer has mediated between a landlord and tenant who have been able to settle a matter by agreement, the rental officer may express the terms of the agreement in an order

79.1.(2) An order made under subsection (1)

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(a) may contain the terms of the agreement that may be expressed as order that a rental officer has the authority to make under provisions of this Act; and

(b) may include the terms and conditions that the rental officer considers appropriate in the circumstances.

It is my opinion, a Rental Officer may make orders pursuant to section 41, section 63, and subsection 83(2), and there is clearly an agreement between the parties that the Tenants is obligated to pay rent, rental arrears, and DS agreed on the terms and conditions for payment for rent, and arrears.

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.

A 10-day notice of termination was issued on October 16, 2024, with an October 26, 2024, termination date. 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.

In consideration of the Tenants' failure to maintain the rent account, 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. However, DS showed to take an active approach to address the rental arrears. A conditional order for termination of the tenancy agreement and eviction will be ordered. It also needs to be noted DS did not ensure the lump sum payment was made towards the arrears. This will be reflected in the terms and conditions of the order.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$15,360.27 (p. 41(4)(a));
- requiring the Tenants to pay future rent on time (p. 41(4)(b));

- Terminating the tenancy agreement:
 - (a) August 31, 2025, unless \$8,393.38 is paid towards the rental arrears and the monthly rent for August is paid in full;
 - (b) September 30, 2025, unless \$1,393.38 is paid towards the rental arrears and the monthly rent for September is paid in full; and
 - (c) October 31, 2025, unless \$1,393.38 is paid in towards the rental arrears and the monthly rent for October is paid in full;
 - (d) November 30, 2025, unless \$1,393.38 is paid in towards the rental arrears and the monthly rent for November is paid in full;
 - (e) December 31, 2025, unless \$1,393.38 is paid in towards the rental arrears and the monthly rent for December is paid in full; and
 - (f) January 31, 2026, unless \$1,393.37 is paid in towards the rental arrears and the monthly rent for January is paid in full (p. 41(4)(c), ss. 83(2)).
- Evicting the Tenants from the rental premises:
 - (a) September 1, 2025, if termination of the tenancy agreement becomes effective August 31, 2025;
 - (b) October 1, 2025, if termination of the tenancy agreement becomes effective September 30, 2025;
 - (c) November 1, 2025, if termination of the tenancy agreement becomes effective October 31, 2025;
 - (d) December 1, 2025, if termination of the tenancy agreement becomes effective November 30, 2025;
 - (e) January 1, 2026, if termination of the tenancy agreement becomes effective December 31, 2025;
 - (f) February 1, 2026, if termination of the tenancy agreement becomes effective January 31, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer