

IN THE MATTER between **NRR**, Applicant, and **HT and JT**, 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-

HT AND JT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 31, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SaM, representing the Applicant
HT, representing the Respondents
JT, representing the Respondents

Date of Decision: August 1, 2025

REASONS FOR DECISION

An application to a rental officer made by NRRas the Applicant/Landlord against HT and JT and AE as the Respondents/Tenants was filed by the Rental Office June 30, 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 July 6, 2025.

The Applicant alleged the Respondents failed to pay the balance of the security deposit, pay rent on time and in full, resulting in the accumulation of arrears, failed to pay utility costs in accordance with obligations of the tenancy agreement. An order was sought for payment of the security deposit, arrears, utility costs, termination of the tenancy agreement and eviction.

A hearing was scheduled for July 31, 2025, by three-way teleconference. SM appeared to represent the Applicant. HT and JT appeared to represent the Respondents. I reserved my decision to review the evidence and testimony.

Preliminary matters

The application to a rental officer included the tenants, and a person identified as a co-signer. According to Black's Law dictionary, a co-signer is "a person who acts as surety under a note if the maker defaults". While the tenancy agreement indicated the name of the co-signer, they did not sign the tenancy agreement, and therefore not a direct party in the hearing. The style of cause for the Respondents is changed from HT, JT and AE to HT and JT.

The rental premise is described as a 3-bedroom, 1.5 bathrooms, boiler heated town home.

The Respondents provided additional information 24-hours prior to hearing, but some information was unable to be opened. The Respondents were advised, and provided the information under the 24-hour period. The Rental Officer allowed the additional information based on subsection 68(2) of the Act.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from July 1, 2024 to June 30, 2025, and continued as a month-to-month tenancy. The tenancy agreement was signed by the Tenants. The tenancy agreement also indicated the Tenants were granted early occupancy on June 11, 2024. I am satisfied a valid tenancy is in place in accordance with the Act.

Security deposit

Subsection 14(1) states, the maximum amount a landlord can charge for a tenancy other than a weekly tenancy is an amount equal to one month rent. Subsection 14(2) allows a tenant to pay 50% of the security deposit at the start of the tenancy and the remaining 50% within three months of tenancy starting.

The Landlord claims the Tenants failed to pay the security deposit by the time set-out by the tenancy agreement.

The Tenants acknowledged they owe the balance of the security deposit. The Tenants stated the Landlord's portal does not allow payment towards specific costs, and at that time, there were random charges on their account, creating arrears. The Tenants reached out to the Landlord regarding the charges.

The Rental Officer questioned, and the Tenants advised they attempted to address the issue with the Landlord's office but was unsuccessful in getting information on the random charges. The Rental Officer questioned the Landlord's representative regarding non-notice to the Tenants. In response, the Landlord's representative pointed to the Tenants signing the tenancy agreement, when paid the security deposit is set aside from the rent. The Landlord's representative also stated there is no notice within their system to send reminders for unpaid security deposits. The Tenants again acknowledged responsibility for the security deposit.

I am satisfied the Tenants have outstanding security deposit arrears in the amount of \$1,175.00.

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. Section 3 of the Residential Tenancies Regulations allows under subsection 41(2) of the Act for a landlord to charge a late payment penalty for rent not being paid when due under the tenancy agreement. The penalty must not exceed \$5 plus \$1 for each day after the due date that the rent is late to a maximum of \$65.00

The Landlord claimed the Tenant failed to pay rent in full, and on time, resulting in the accumulation of arrears. To support the claim, entered into evidence was a lease ledger, tenancy renewal letter, email notices, and a 10-day termination notice.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account starting June 11, 2024.

The charges on the ledger reflect the monthly rent of \$2,350.00, with a balance owing in the amount of \$14,008.76. The amount owing also included \$3,507.76 in utility costs, administration fees, and GST. These amounts are not considered rent. After removing the charges, the arrears owed is calculated to be \$10,501.00, equating to more than 4.25 months of unpaid rent.

On July 30, 2025, the Landlord sent an updated ledger showing the tenancy had changed from a fixed term to a month-to-month tenancy, with a rent increasing to \$2,500.00. The July rent was unpaid, increasing the arrears to \$13,001.00.

In response to the claim, the Tenants testified, the ledger was never at a zero balance due to the other charges. The Tenants stated they never missed paying rent until around October 2024. The Tenants withheld rent because of furnace issues, making areas of the rental premises unusable, and the Landlord was not addressing the problem. The Tenants also stated they were unable to move into the rental premises on the planned date as the rental premises was not ready for occupancy. This required them to find short term housing, affected them financially. The Landlord was advised of this issue.

The Rental Officer reviewed the ledger with the parties. In response, the Tenants spoke to not being notified of the penalties, and payments were being made as their pay was received. The Tenants also commented on the issue of the other charges, and later was able to determine what the charges were related to.

The Rental Officer, advised the Tenants cannot withhold under Act for a Landlord's inaction. Tenants can also make applications to a Rental Officer to address concerns. The Tenants acknowledged they had outstanding rent owing.

I am satisfied the Tenants are responsible for unpaid rent in the amount of \$13,001.00.

Utility arrears

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

The Landlord's representative stated under the tenancy agreement, the Tenants were to obtain utility accounts. The Landlord stated if the accounts are not switched by the Tenants, the invoices are charged to the Landlord, who would do a charge back. The charge back would include an administration fee, and GST. The Landlord did this until February 2025. The Landlord claimed the utility charges, administration fee, and GST, totalling \$3,507.76.

In response to the claim, the Tenants stated they had noticed they had not received a power invoice; attended the utility provider's office, and completed the paperwork to change the utility. In October 2024, they noticed the Landlord was charging them for the utility, they contacted, and made multiple attempts to change the account to their name. The Tenants stated, the Landlord directed them to the power provider to get the amounts to pay, but the utility provider advised they need to get this information from the Landlord. The Tenants stated eventually the power account change was sorted. The also stated they had difficulties in general trying to contact the Landlord.

The Rental Officer questioned the Landlord regarding notices for utility charges. The Landlord's representative stated the charges go onto the ledger, notices are not provided to Tenants.

The Tenants also commented they were unaware for what the charges on the ledger were for. The Rental Offer pointed to the description of charges on the ledger. The Tenants also stated they did attempt to get the breakdown of the charge. The Rental Officer also questioned and the Landlord's representative advised they are working to address the issue of how to provide a breakdown of charges. The Tenants stated the Landlord's representative was eventually able to assist them to obtain the utility information.

The Tenants acknowledged, and are obtaining assistance to address the utility charges.

I am satisfied the Tenants are responsible for unpaid utilities in the amount of \$3,507.76.

Tenant concerns

Subsection 68(2) of the Act, allows a rental officer on an application to terminate a tenancy agreement or eviction to permit a tenant to raise any issue that could be subject of an application under this act, and the rental officer may, if they consider it appropriate in the circumstances, make an order on that issue.

The Tenants testified there were multiple issues with the rental premises in regards to structure, health, and safety. The Tenants stated they had issues with the furnace, weather stripping and a window leak. The Tenants stated, when the furnace was first used, it belched black soot and smoke. The sooting continued on a regular basis, eventually being spread throughout the rental premises. The Tenants also stated because of the soot, they had to seal the area, resulting in the loss of the laundry area; the alternative was to not have heat. The Tenants noted because of the weather stripping not functioning as required, the furnace was required to run excessively. The Tenants noted after finally getting in contact with the Landlord, a technician was sent to inspect and do repairs. The Tenants claimed they provided the Landlord with the technicians assessment of the issues but no follow-up was completed.

The Tenants stated they were also required to evacuate the rental premises at one point due to carbon dioxide levels. The Tenants claimed the Fire Marshal was involved, and space heaters were needed to maintain heat. The Tenants again stated there has been no follow-up by the Landlord.

To support the Tenant's claim were photos showing the condition of the furnace and areas of the rental premises. In review of the photos, it was obvious the furnace is not functioning correctly because of the sooting, which in turn impedes not only the Tenants use of an area for which they pay rent, but also creates a safety concern.

The Tenants also talked to the condition of the rental premises on items there were not in place during the move-in. A Tenant also spoke to a structural issue with a window. The Tenants had informed the Landlord through their online portal.

In response to the Tenant's claim, the Landlord's representative committed to investigate the issue with their maintenance personnel.

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 February 28, 2025, 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 pay the security deposit, rental arrears, and utility charges, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be valid. However, the Tenants acknowledged their responsibilities to address their tenancy debt, a conditional termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Landlord comply with the obligations to provide and maintain the rental premises in a good state of repair, fit for habitation and in compliance with all health, safety maintenance and occupancy standards required by law, and must not breach that obligation again (p. 30(4)(a), p.30.(4)(b), p. 68(2));
- requiring the Tenants to pay the remaining balance of the security deposit in the amount of \$1,175.00 (p. 14.2(2)(a));
- requiring the Tenants to pay to the Landlord arrears in the amount of \$13,001.00 (p. 41(4)(a));
- requiring the Tenants to pay future rent in full (p. 41(4)(b));
- requiring the Tenants to pay to the Landlord utility arrears in the amount of \$3,507.76 (p. 45(4)(d));
- requiring the Tenants to maintain their utility accounts and not breach that obligation again (p. 45(4)(a), p. 45(4)(b));
- terminating the tenancy agreement between the parties on October 31, 2025, unless the balance of the security deposit in the amount of \$1,175.00, the arrears in the amount of \$13,001.00, the unpaid utility charge of \$3,507.76 for a total of \$17,683.76 is paid in full, and the monthly rents for August, September and October 2025 are paid in full (p. 14.2(2)(d), p. 41(4)(c), p. 45(4)(e) ss. 83(2));
- evicting the Tenants from the rental premises on November 1, 2025, should the tenancy be terminated on October 31, 2025 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer