

IN THE MATTER between **NRR**, Applicant, and **MAM**, 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 **Renee Fougere**, Rental Officer, regarding a rental premises located within the **City of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

MAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 15, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM and JI appeared to represent the Applicant

Date of Decision: September 24, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against MAM as the Respondent/Tenant was filed by the Rental Office on July 9, 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 served on July 8, 2025.

The Applicant claims the Respondent failed to pay rent in full, and on time, resulting in the accumulation of rental arrears. An order was sought for payments of arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for August 18, 2025, and rescheduled upon request of the Applicant. The rescheduled hearing took place on September 15, 2025, by three way teleconference. SM, and JI appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

From this point forward, the Applicant will be known as the Landlord and the Respondent as the Tenant.

Tenancy Agreement

Evidence presented established a fixed term tenancy agreement between the parties from April 1, 2023 to 31, 2024, after which continued as a month-to-month tenancy. The tenancy agreement was signed by the Tenant. I am satisfied a valid tenancy is in place in accordance with the Act.

Rental Arrears

Subsection 41(1) of the Act requires a tenant to pay the landlord in accordance to the terms set out in the tenancy agreement.

The Landlord's representative claimed the Tenant breached their obligation to pay rent as required by the tenancy agreement. To support the Landlord's claim, a lease balance statement was put into evidence. The statement indicated the Tenant accumulated \$10,399.00 in rental arrears. On September 11, 2025, the Landlord provided an updated statement showing a payment of \$2,000.00 on August 6, 2025 and another payment of \$2,000.00 on September 2, 2025, leaving a balance owing in the amount of \$10,124.00 .

I am satisfied the lease balance statement accurately reflects the status of the Tenant's rent account. I find the Tenant's repeated failure to pay rent in full when due and accumulated rental arrears in the amount of \$10,124.00.

Termination of the Tenancy Agreement and Eviction

In consideration of the Tenant's repeated failure to pay rent on time since May 2023, and the accumulation of arrears, I am satisfied that Landlord's request for termination of the tenancy agreement and eviction to be valid.

Order

An Order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$10,124.00 (p. 41(4)(a));
- terminating the tenancy agreement on October 31, 2025 (p. 41(4)(c)); and,
- evicting the Tenant from the rental premises on November 1, 2025 (p. 63(4)(a)).

Renee Fougere

Rental Officer