

IN THE MATTER between **NRR**, Applicant, and **TT and BT**, 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-

TT AND BT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 8, 2025**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **SM, representing the Applicant**

Date of Decision: **October 8, 2025**

REASONS FOR DECISION

An application to the rental officer made by NRR as the Applicant/Landlord against TT and BT as the Respondents/Tenants was filed by the Rental Office on July 18, 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 was deemed served on July 21, 2025.

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

A hearing was scheduled for August 20, 2025, but was rescheduled upon request of the Applicant. All parties were provided notice of the rescheduled hearing. The hearing proceeded on October 8, 2025, by three-way teleconference. SM appeared to represent the Applicant. The Respondents did not appear, nor did anyone on their behalf. The hearing proceeded in the Respondents' absence pursuant to subsection 80(2) of the Act. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from January 1, 2020, to December 31, 2020, after which was renewed as a month-to-month tenancy. 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) of the Act requires a tenant to pay rent to the landlord in accordance to the terms set out in the tenancy agreement.

The Landlord's representative claimed the Tenants have not maintained their payment requirements on a regular basis, and rent accumulated into significant arrears. The Landlord has continually followed up with the Tenants to have the arrears addressed, However, the Tenants have not responded to the Landlord's request.

To support the Landlord's claim, entered into evidence was a Lease Ledger, notices, and 10-day notice of Termination. The notice of Termination was dated December 10, 2024. Notice required the Tenants to vacate the rental premises on December 20, 2024.

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 tenants has repeatedly failed to pay the rent.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account since the start of the tenancy. The charges on the ledger reflects the current monthly rent of \$2,900.00. It also indicates the last time the Tenants had a zero or positive balance was on January 31, 2024. The ledger also showed there was \$7,613.00 owing on the rent account, which equated to over 2.6 months of unpaid rent.

On September 3, 2025, the Landlord provided an updated ledger showing payments were made, but the balance owing increased to \$9,033.00.

On October 6, 2025, the Landlord provided another updated ledger, showing the Tenants continue to pay, and the arrears were reduced to \$8,104.00.

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 \$8,104.00.

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 December 20, 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 I deem the Landlord to have reinstated the tenancy.

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. However, while not in attendance to the hearing, I noted the Tenants had somewhat reduced the arrears. A conditional order for termination of the tenancy agreement and eviction will be ordered.

Orders

An order will be issued:

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$8,104.00 (p. 41(4)(a));
- requiring the Tenants to pay rent on time in the future (p. 41(4)(b));
- terminating the tenancy agreement between the parties on November 30, 2025, unless the \$8,104.00 in arrears, and the monthly rent for November 2025, is paid in full (p. 41(4)(c), ss. 83(2)); and
- should the tenancy agreement between the parties be terminated, evict the Tenants from the rental premises on December 1, 2025 (p. 41(4)(c), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer