

IN THE MATTER between **NRR**, Applicant, and **HC**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **Town of Inuvik in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

HC

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 23, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JM, representing the Applicant
	AS, representing the Applicant
<u>Date of Decision:</u>	October 24, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against HC as the Respondent/Tenant was filed by the Rental Office August 28, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email and deemed served on October 11, 2025.

The Applicant alleged the Respondent failed to pay rent, accrued arrears, caused disturbances and damages to the rental premises. An order was sought for payment of arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for October 23, 2025, by three-way teleconference. JM and AS 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.

Preliminary matters

The address on the application and tenancy agreement did not match. The Landlord confirmed the address on the tenancy agreement was the one used for their records, the residential address was the one noted on the application.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement from February 2, 2024 to January 31, 2025. The tenancy 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.

Rental arrears

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

The Landlord's representative testified the Tenant has failed to pay rent in accordance with the tenancy agreement. The Landlord noted they contacted the Tenant regarding the arrears but the Tenant has been unresponsive. The Landlord's representative also pointed December 6, 2024, as the last payment towards the rent account.

To support the Landlord's claim, entered into evidence was a Lease Ledger, multiple notices and a 10-days Notice of Termination. The Notice of termination was dated August 6, 2025, and requested the Tenant to vacate the rental premises on August 16, 2025.

The "Lease Ledger" represented the Landlord's accounting of rent and payments received against the Tenants' rent account starting February 2, 2024. The charges on the Ledger reflect the current monthly rent of \$1,260.00. It also indicates the last time the Tenant had a zero or positive balance was August 1, 2024, and the arrears at the time of the application was \$11,927.00. The arrears equated to over 9.25 months of unpaid rent.

Subsection 54(1) of the Act permits a landlord to give a tenant at least 10-days' written notice to terminate a tenancy agreement under specific paragraphs. Paragraph 54(1)(g) allows the tenancy agreement to be terminated where a tenant has repeatedly failed to pay the rent.

On October 16, 2025, the Landlord provided an updated ledger. The ledger indicated no payments had been made since the application was submitted and the arrears had increased to \$14,499.00.

I am satisfied the Ledger accurately reflects 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 \$14,499.00.

Tenant damages

The Landlord provided a photo of damages to the rental premises. The Landlord did not specifically provide costs for repairs, there will be no compensation provided for damages.

Disturbances

Section 43 of the Act states: "a tenant shall not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

Entered into evidence were notices and complaints regarding disturbances being caused by the Tenant or their guest at the residential complex. The complaints were regarding the Tenant and another person creating noise and fighting. The claim was supported by the emails to the Landlord about disturbances and file notes.

In review of the evidence provided, it was noted the last reported disturbance email received by the landlord was December 8, 2024. It was also noted on August 6, 2025, the Landlord gave a 24-hour notice for entry into the rental premises to inspect for unauthorized people.

Providing Notice

In review of the file, the Rental Officer identified notices provided to the Tenant for entry into the rental premises was addressed to "All Occupants". The Rental Officer questioned this, and the Landlord's representative advised that they attended the rental premises but were unable to serve the Tenant. They then slide it under the door. The Rental Officer pointed to issues with the notices and methods of service. The Landlord's representatives acknowledged the issue of improper service.

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.

While the Landlord did make an application to the rental officer within a sufficient period of time, the notice had a number of options to provide notice for termination. While the notice did identify arrears, it was not explicit on indicating the actual reason for the termination of the tenancy. Therefore, I find the termination to be invalid.

However, in consideration of the Tenant's repeated 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.

Orders

An order will be issued:

- requiring the Tenant to pay the Landlord rental arrears in the amount of \$14,499.00 (p. 41(4)(a));
- requiring the Tenant comply with their obligation not to disturb the Landlord's or other tenant's possession or enjoyment of the rental premises or residential complex, and not breach that obligation again (p. 43(3)(a), p. 43(3)(b));
- terminating the tenancy agreement between the parties on November 30, 2025 (p. 41(4)(c)); and

- evicting the Tenant from the rental premises on December 1, 2025 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer