

IN THE MATTER between **NRR**, Applicant, and **BS and RF and RE**, 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-

BS AND RF AND RE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 5, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SM, representing the Applicant
	KZ, witness for the Applicant
<u>Date of Decision:</u>	November 5, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against BS and RF and RE as the Respondents/Tenants was filed by the Rental Office October 3, 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 October 9, 2025.

The Applicant alleged the Respondents breached the terms of a previous order, failed to pay rent, accumulated arrears and caused disturbance. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for November 5, 2025, by three-way teleconference. SM appeared to represent the Applicant. KZ appeared as witness for the Applicant. The Respondents did not appear, nor did anyone on their behalf. Pursuant to subsection 80(2) of the Act, the hearing proceeded in the Respondents absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement from June 1, 2018 to May 31, 2019. After which the tenancy was renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy is in place in accordance with the Act.

Previous orders

Rental Officer Order #18113, required the Respondents to pay \$9764.19 in arrears, pay future rent on time and terminate the tenancy agreement on February 29, 2024, unless the arrears were paid in full and the rent for February was paid on time and should the tenancy be terminated, ordered the Respondents to be evicted from the rental premises on March 1, 2024.

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 states, a tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified in the tenancy agreement.

The Landlord's representative claimed the Tenants had not adhered to a previous order. The

Landlord's representative testified the Tenants requested and were granted by the Landlord more time to address the arrears, and the balance was eventually paid, but they began to accumulate further arrears. To support the Landlord's claim was a lease ledger, file notes, multiple arrears notices, and three "10 day Notice of Termination" provided to the Tenants.

The lease ledger presented the Landlord's accounting of rent and payments received against the Tenant's rent account. The ledger noted the last time, the Tenants had a zero or positive balance on the rent account was December 10, 2022. At the time of the application the rent charged was \$1,575.00, and the Tenants accumulated \$4,649.00 in arrears. At the current rent charge, the arrears equated to over 2.9 months of unpaid rent.

On November 4, 2025, the Landlord provided an updated ledger showing the Tenants had not made any payments towards the rent account and the arrears had increased to \$7,851.00, the new arrears balance equated to over 4.9 months of unpaid rent.

Upon clarification from Landlord's representative, the previous order was satisfied.

In review of both ledgers, it was also noted that the Landlord charged the \$5.00 late payment penalties twice on July 2, 2025. It was also noted the November just started and therefore the Tenants were still able to make payments towards the monthly rent. Therefore, only the \$6,276.00 balance owing for October is considered accurate. After removing one of the \$5.00 duplicate charges for July 2, 2025, I find an outstanding arrears balance of \$6,271.00.

I am satisfied the Tenants failed to pay rent in accordance with the terms of the tenancy agreement and accrued arrears in the amount of \$6,271.00.

Disturbances

Subsection 43(1) 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.

Subsection 43(2) of the Act states, a disturbance caused by a person permitted by a tenant to enter the residential complex or the rental premises of the tenant is deemed to be a disturbance caused by the tenant.

The Landlord's representative claimed there were numerous noise complaints caused by the Tenants or their guests. The Landlord's representative testified the tenants' guest knock on doors, threatening and physically assaulted residents of the residential complex. They also testified the Landlord's security witnessed multiple people gaining easy access to the rental premises. The Landlord's representative noted when talking to a Tenant, the Tenant

stated they did not know the people gaining access. The Tenant informed the Landlord, they do not like staying alone, so they invite others to be with them. It was noted the visitors are not always the same. The Landlord raised the point that a disturbance caused by a guest constitutes a disturbance by the Tenants themselves. To support the Landlord's claim were security report, emails, and notices provided to the Tenants regarding noise and disturbances. The last notice was dated October 29, 2025.

The Landlord's witness, who was employed with security, spoke to the security footage provided. The witness pointed to two main incidents. One incident was in relation to a person who had fallen in the stairwell. A person with the injured became aggressive towards security. During the incident another person told the aggressor to go to the Tenants' unit, which they did and while going there, threatened violence towards the security person. The witness noted that many of the people causing disturbances often gained access to the Tenants' rental premises. The second incident was regarding an arrest. The witness indicated that a person of interest was observed entering the rental premises and the RCMP conducted an arrest at the rental premises.

Based on the evidence and testimony provided, I am satisfied the Tenants or their guests have caused disturbances to the Landlord's or other tenants quiet enjoyment of the rental premises and residential complex.

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.

The last 10-day notice of termination was issued on July 18, 2025 and ended on July 28, 2025. In review of the rent account, the Tenants made a payment covering not only one month's rent but a small portion of arrears. This may have led the Landlord to believe the Tenants were working to address the arrears, but did not do so. I am satisfied the Landlord submitted the application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement.

I am satisfied the Landlord's request for termination of the tenancy agreement and eviction was justified for both arrears and disturbances.

Orders

An order will be issued:

- requiring the Tenants to pay the Landlord arrears in the amount of \$6,271.00 (p. 41(4)(a));
- requiring the Tenants not to disturb the Landlord's or other tenants' quiet 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 December 15, 2025 (p. 41(4)(c), p. 43(3)(d)); and
- evicting the Tenants from the rental premises on December 16, 2025 (p. 63(4))(a)).

Jerry Vanhantsaeme
Rental Officer