IN THE MATTER between **NRR**, Applicant, and **MD**, 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 **City of Yellowknife in the Northwest Territories;**

BETWEEN:

NRR

Applicant/Landlord

-and-

MD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **November 18, 2025**

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

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

KZ, witness for the Applicant

Date of Decision: **November 19, 2025**

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against MD as the Respondent/Tenant was filed by the Rental Office on October 7, 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 October 10, 2025.

The Applicant alleged the Responded failed to pay rent in full and on time, resulting in the accumulation of arrears, caused damages, caused disturbances and impaired the safety of the landlord and other Tenants. An order was sought for arrears, for the Respondent to repair damages, termination of the tenancy agreement and eviction.

A hearing was scheduled for November 18, 2025, by three-way teleconference. JI appeared to represent the Applicant. KZ appeared as witness for the Applicant. The Respondent 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.

Preliminary matters

The tenancy agreement submitted into evidence was in the name of NLP. NPR has changed its name to NRR.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from July 1, 2019, to June 30, 2020, 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 agreement is in place in accordance with the Act.

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

Rental arrears

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

The Landlord's representative claimed the Tenant had not paid rent as required by the tenancy agreement and accumulated arrears.

To support the Landlord's claim, entered into evidence was a lease ledger, notices, email correspondence between the parties, and two 10-day Notices of termination. One notice was dated March 13, 2025, for a termination date of March 23, 2025. The second notice was dated September 24, 2025, for a termination date of October 4, 2025.

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 tenant has repeatedly failed to pay the rent.

The lease ledger represented the Landlord's accounting of rent and payments received against the Tenant's rent account since the start of the tenancy. The ledger indicated the last time the Tenant had a zero or positive balance was June 30, 2025. The ledger indicated that the rent charged at the time of the application was $2,625.00, and there was $2,852.22 in accumulated arrears. The arrears equated to over one month of unpaid rent.

On November 17, 2025, the Landlord provided an updated ledger showed the Tenant failed to pay November rent. The ledger also indicated an after hours maintenance call out in the amount of $100.00. Maintenance call outs are not considered rent. After deducting the callout charge, the statement showed the current balance owed on the rent account was $2,848.22.

I am satisfied the ledger accurately reflect the current status of the rent account. I find the Tenant accumulated rental arrears in the amount of $2,848.22.

Damages

Under subsection 42(1) of the Act, a tenant shall repair damages to the rental premises caused by their wilful negligent conduct of the tenant or persons permitted on the premises by the tenant.

The Landlord's representative testified when they conducted an inspection of the rental premises, they noted minor damages. To support the claim was video of the inspection. The Landlord noted some electrical switches were broken and the top of the staircase was damaged, and there were a number of holes in wall of rooms.

In review of the video evidence, I found drywall damaged, outlet and switch covers broken or missing.

Call out charges

The lease ledger contained a call-out charge from October 10, 2025. The supporting evidence was not included in the addition evidence. The claim for the call out is **dismissed**. Not to say the Landlord does not have a claim, just that because it was not included in the application or the updates, the Landlord would need to make a separate application for the charge.   .../4

Disturbances and safety

Subsection 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.

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 stated the Tenant has caused disturbances at the residential complex. The Landlord had received complaints of the disturbances. The Landlord's representative stated because of the disturbances and concerns, other occupants have wanted to end their tenancy.

To support the claim, entered into evidence were emails, three notices of disturbances. Two of which were from 2025. Also included in the evidence was a report from the security contractor.

The Landlord's witness spoke to security report entered into evidence. It was noted the RCMP attended the residential complex at least four times since April 2025.

The Rental Officer questioned, and the Landlord's representative testified there has been no new disturbances since September 2025.

In review of the evidence and testimony, provided I am satisfied the Tenant or their guests have repeatedly disturbed the Landlord or other tenants' quiet enjoyment of the 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.

As the application was submitted to a rental officer the day after 10-day notice was given to the Tenant, I am satisfied the application was within a sufficient period of time to end the tenancy. I also find the tenancy should be terminated based on the Tenant or their guests causing disturbances at the residential complex.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of $2,848.22 (p. 41(4)(a));

- requiring the Tenant to repair damages caused to the rental premises (p, 42(3)(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 January 5, 2026 (p. 41(4)(c), p. 43(3)(d); and

- evicting the Tenant from the rental premises on January 6, 2026 (p. 63(4)(a));

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Jerry Vanhantsaeme
Rental Officer