

IN THE MATTER between **NL**, Applicant, and **JA**, 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:

**NL**

Applicant/Landlord

-and-

**JA**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 27, 2025</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>DR, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 28, 2025</b>

### **REASONS FOR DECISION**

An application to a rental officer made by NL as the Applicant/Landlord against JA as the Respondent/Tenant was filed by the Rental Office on October 21, 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 24, 2025.

The Applicant alleged the Respondent failed to pay rent on time and in full, resulting in the accumulation of arrears. An order was sought for payment of arrears.

A hearing was scheduled for November 27, 2025, by three-way teleconference. DR appeared to represent 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 Respondent's absence. I reserved my decision to review the evidence and testimony.

#### *Tenancy Agreement*

The Applicant entered into evidence a fixed term tenancy agreement between the parties from October 1, 2024, to October 1, 2025, after which the Tenant vacated the rental premises. The tenancy agreement was signed by all parties.

It was found the tenancy agreement is not in the approved form, based on the multiple sections and paragraphs. The Applicant acknowledged the inconsistencies.

#### *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 accrued arrears.

To support the Landlord's claim, entered into evidence was a statement of account and email correspondence between the parties. It was noted, an email from the Tenant proposed a payment plan which was not adhered too.

The statement of account represented the Landlord's accounting of rent and payments received against the Tenant's rent account since the start of the tenancy. The account indicated that the rent charged at the time of the application was \$2,950.00, and there was \$17,872.00 in accumulated arrears. The arrears equated to over six months of unpaid rent.

I am satisfied the accounting accurately reflect the current status of the rent account. I find the Tenant accumulated rental arrears in the amount of \$17,872.00. .../3

*Orders*

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$17,872.00 (p. 41(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer