

IN THE MATTER between **NRR**, Applicant, and **ZSL**, 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-

ZSL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 3, 2025
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	SM, representing the Applicant
	CZ, representing the Respondent
<u>Date of Decision:</u>	December 4, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against ZSL as the Respondent/Tenant was filed by the Rental Office on October 22, 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 30, 2025.

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

A hearing was scheduled for December 3, 2025, by three-way teleconference. SM appeared to represent the Applicant. CZ appeared to represent the Respondent. I reserved my decision to review the evidence and testimony.

The Applicant entered into evidence a rent ledger, which indicated as of October 1, 2025, a balance owing in the amount of \$16,301.00. Evidence presented also included was a September 10, 2025, 10-day termination notice issued by the Applicant, in accordance with paragraph 54(1)(g) of the Act. The Applicant also provided email correspondence between the parties and notices regarding non-payment of rent.

The Applicant's representative testified that no further rent was paid and the arrears increased to \$22,085.00.

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 Respondent's representative testified the rental premises was used for staff housing. They restructured the business and working to address the debt. The Respondent's representative also stated they vacated the rental premises because of the notice as they believed they were evicted.

The Rental Officer questioned and the Respondent's representative confirmed they had not returned the keys, because they provided services to the Applicant.

Tenancy agreement

The Act defines a tenancy agreement as an agreement between a landlord and a tenant for the right to occupy rental premises, whether written, oral or implied, including renewals of such an agreement.

The Act also defines a tenant as a person who pays rent in return for the right to occupy rental premises.

Evidence presented included a tenancy agreement between the NRR and ZSL starting October 1, 2024 to September 30, 2025. The tenancy agreement was signed by a representative of both parties.

The Rental Officer questioned the structure of ZSL. The Respondent's representative confirmed the Respondent was an incorporated business. The Rental Officer questioned the board of directors as having two board members. The Respondent's representative stated they are the sole director of the business.

The *Residential Tenancies Act* applies only to residential rental premises and tenancy agreements. On testimony of the representative, the rental premises was used for staff housing.

In review of the evidence and testimony, I find the tenancy agreement, while framed as a residential tenancy agreement, is actually a commercial tenancy because the Respondent is an incorporated entity and not a natural person.

A rental officer has no jurisdiction to determine commercial tenancy matters. The Applicant's request is **denied**.

Not to say the Respondent does not have a debt to the Applicant, just that it cannot be addressed under the *Residential Tenancies Act*. The Applicant would need to use other means.

Dated at the city of Yellowknife in the Northwest Territories this 4th day of December, 2025.

Jerry Vanhantsaeme
Rental Officer