

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

MAD

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
	Jl, representing the Applicant
<u>Date of Decision:</u>	December 3, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against MAD 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, accruing arrears. An order was sought for the arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for December 3, 2025, by three-way teleconference. SM and JI 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 the Respondents' absence. I reserved my decision to review the evidence and testimony.

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from December 1, 2017 to November 30, 2018. On January 7, 2025, the tenancy was renewed for a fixed term to end on March 31, 2026. 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 by 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, Tenant notes, notices, emails to the Tenant, and a 10-days Notice of termination. The notice was dated July 16, 2025, for a termination date of July 26, 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 December 31, 2024. The ledger also indicated the rent charged at the time of the application was \$1,850.00, and the Tenant had accumulated \$7,536.00 in rental arrears. The ledger also showed rent payments were made by an assistance provider, but not in full or on the date outlined in the tenancy agreement. Because of the incomplete or late payments, under section 3 of the *Residential Tenancies Regulations*, the Landlord is entitled to charge a late payment penalty.

On December 1, 2025, the Landlord provided an updated ledger, which showed payments were made towards the rent but not in full. As a result, the arrears balance as of November 30, 2025 increased to \$7,753.00.

In review of the ledger, it was noted, on July 2, 2025, there were two \$5.00 charge for late fees. Section 3 of the *Residential Tenancies Regulations* only allows for a late payment penalty of \$5.00 for the first day and \$1.00 for each subsequent day after rent is late, to a maximum of \$65.00. After deducting the second charge of \$5.00 from the balance, I find the Tenant had accrued an arrears balance of \$7,748.00.

I am satisfied the ledger accurately reflects the current status of the Tenant's rent account. I find the Tenant has rental arrears in the amount of \$7,748.00.

Termination of the tenancy agreement and eviction

Paragraph 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 10-day notice of termination ended on July 26, 2025, I found the Landlord did not file an application to a rental officer within a sufficient period of time to solidify the termination of the tenancy agreement, and therefore deem the Landlord as having reinstated the tenancy.

However, in consideration of the Tenant's failure to maintain the rent account, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified. A conditional termination and eviction shall be given.

Orders

an order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$7,748.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- terminating the tenancy agreement between the parties on January 31, 2026, unless the arrears of \$7,748.00 are paid in full and the monthly rents for December 2025 and January 2026, are paid in full (p. 41(4)(c), ss. 83(2));
- Evicting the Tenant on February 1, 2026, should the tenancy agreement be terminated on January 31, 2026.

Jerry Vanhantsaeme
Rental Officer