

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**

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

### **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 and JI 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 \$7,299.00. Evidence also presented was two 10-day termination notices. One dated January 17, 2025 for a termination date of January 27, 2025 and the second notice, dated September 10, 2025, for a termination date of September 20, 2025. The notices were issued by the Applicant, in accordance with paragraph 54(1)(g) of the Act. The Applicant also provided email correspondence between the parties, arrears notices and an unsigned repayment agreement.

The Applicant's representative testified that a payment was received after an updated ledger was provided to the Rental Officer and the balance owing on the rent account was reduced to \$497.00.

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 acknowledged the arrears and a repayment schedule was arranged with the Applicant, and payments were made through a repayment plan. The Respondent's representative stated they were unaware of the balance owing. The Respondent's representative felt the rent account was in good standing.

The Rental Officer noted the repayment schedule in the application was unsigned. However the Applicant's representative confirmed there was a signed repayment agreement on file, dated September 15, 2025.

After reviewing the repayment schedule and the updated ledger, it was noted the Respondent had made payments as required by the schedule.

*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 was a tenancy agreement between the NRR and ZSL starting September 13, 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, and the Respondent's representative was a director.

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; rather, 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 4<sup>th</sup> day of December 2025.

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Jerry Vanhantsaeme  
Rental Officer