

IN THE MATTER between **NRR**, Applicant, and **MM and CW**, Respondents;

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-

MM AND CW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **December 11, 2025**

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

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

JI, representing the Applicant

MM, representing the Respondents

TP, support for a Respondent

Date of Decision: **December 11, 2015**

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against MM and CW as the Respondents/Tenants was filed by the Rental Office October 30, 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 Respondents by email and deemed served on November 3, 2025.

The Applicant alleged that the Respondents failed to pay rent, accumulating arrears. An order was sought for arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for December 11, 2025, by three-way teleconference. SM and JI appeared to represent the Applicant. MM appeared to represent the Respondents, as CW was not in the community. Pursuant to subsection 80(2) of the Act, the hearing proceeded in CW's 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 August 1, 2022 to July 31, 2023. The tenancy agreement was in the name of one Tenant. On November 6, 2023, an addendum to the tenancy agreement was done to add a second person as a Tenant. On August 5, 2025, a Tenant signed a renewal for a fixed term ending August 31, 2026. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #17848, dated February 1, 2023, required a Respondent to pay \$7,560.50 in rental arrears, pay future rent on time, terminate the tenancy agreement on April 30, 2023, unless the arrears are paid in full and the rent for February, March and April are paid on time and should the tenancy agreement be terminated, evicting the Respondent from the rental premises on May 1, 2023.

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 to the terms set out in the tenancy agreement.

The Landlord claimed the Tenants have not maintained their payment requirements and rent accumulated significant arrears. The Landlord has continually followed-up with the Tenants to address the arrears.

To support the Landlord's claim, entered into evidence was a Lease Ledger, notices and three 10-day notices of termination. The 10-day termination notices were dated November 12, 2024, December 5, 2024, and February 13, 2025. The February 13, 2025, notice ended on February 23, 2025.

Paragraph 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 charges on the ledger reflect a monthly rent of \$2,120.00. It also indicated that last time the Tenants had a zero or positive balance was February 13, 2024. The ledger also showed at the time of the application, the Tenants had rent owing in the amount of \$6,324.00, which equated to over 2.75 months of unpaid rent.

On December 9, 2025, the Landlord provided an updated ledger, which showed the Tenants underpaid October and November's rent and only a partial payment towards December 2025 rent. As a result, the arrears had increased to \$7,307.12.

In response to the claim, the Tenant stated they do not always make rent payments because of the condition of the rental premises and currently nothing was addressed. The Tenant also stated another reason is that they are not always paid when rent is due, as they work part time. The Tenant acknowledged paying late, or not in full, and the charging of late payment penalties. The Tenant stated they are going to work to address the outstanding arrears.

When reviewing the ledgers provided, I noted the balances were not consistent with each other. I also found the Landlord charged retroactive late payment penalties. The Rental Officer questioned the practice, and how a tenant would be able to understand their rent account balance. In response, the Landlord's representative stated they can have difficulty with their system and it could take time to reconcile and post. The Rental Officer pointed to the posting of a late payment penalty 14 months after the rental month. The Rental Officer pointed to another number of months where penalties are applied long after the rental month. The Landlord's representative acknowledged this was a long period of time from when the penalties should have been applied. The Rental Officer pointed and the Landlord

acknowledged they were not providing an accurate accounting of the rent account. The Rental Officer did understand it could take time (2 months) to reconcile. The Landlord's representative stated they are attempting to refine the process and late payment penalties will be applied correctly, the software used covers all provinces and the NWT is different and they are working on the issue. The Landlord's representative agreed the Tenants are suffering and the Landlord is working on the issue, but the Tenants are responsible for penalties for not making payments.

I reserved my decision to review the rent calculation. After review, I calculated the Landlord made 11 late payment penalty charges greater than two months after the month they were charged. The following charges are denied:

Rent month	Date penalty applied	Penalty amount
August 2024	October 2025	\$ 30.00
September 2024	October 2025	\$ 29.00
October 2024	October 2025	\$ 30.00
November 2024	February 2025	\$ 5.00
November 2024	February 2025	\$ 29.00
February 2025	October 2025	\$ 27.00
March 2025	October 2025	\$ 30.00
April 2025	October 2025	\$ 29.00
May 2025	October 2025	\$ 30.00
June 2025	October 2025	\$ 29.00
July 2025	October 2025	\$ 30.00
Total		\$ 298.00

After deducting the \$298.00 from the rent owing, the revised arrears balance is \$7,009.12.

Tenant concerns

Subsection 68(2) of the Act states, at a hearing, of an application to terminate a tenancy or evict a tenant, a rental officer may permit a tenant to raise any issues that could be the subject of an application under this Act, and the rental officer may, if he or she considers it appropriate in the circumstances, make an order on that issue.

The Tenant stated the rental premises was flooded and issues were not addressed by the Landlord. The Tenant spoke to multiple issues with the rental premises. The Tenant stated they had to purchase an appliance and another appliance was not working.

The Rental Officer questioned reporting and the Tenant stated they called into the office and they spoke with a person who was no longer there.

The Rental Officer also questioned and the Landlord's representative stated, the Tenant was not using the proper reporting process through the online portal, where they can track process. Reporting to staff, is not the correct route. The Landlord's representative stated the person who was called is no longer employed with the Landlord. They also stated they inform tenants to use the portal to allow for tracking. They also noted one of the issues recorded and resolved.

The Rental Officer explained and the Tenant acknowledged the correct method of reporting maintenance issues.

The Landlord committed to providing an email link to the Tenants for reporting and to also address the maintenance issues.

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 February 23, 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.

However, in consideration of the Tenants' 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, as a Tenant stated they would work to address the arrears.

Orders

- requiring the Tenants to pay to the Landlord rental arrears in the amount of \$7,009.12 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on February 28, 2026, unless the rental arrears in the amount of \$7,009.12 are paid in full, with the monthly rent, and the authorized late payment penalties for January 2026 and February 2026 are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Tenants from the rental premises on March 1, 2026, should the tenancy agreement between the parties be terminated on February 28, 2026 (p. 63(4)(a), ss. 83(2)).

Jerry Vanhantsaeme
Rental Officer