

IN THE MATTER between **NRR**, Applicant, and **DB and LB**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **City of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

DB and LB

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **December 10, 2025**

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

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

Date of Decision: **December 10, 2025**

REASONS FOR DECISION

An application to a rental officer made by NNR as the Applicant/Landlord against DB and LB as the Respondents/Tenants was filed by the Rental Office October 31, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was deemed served on the Respondents by email on November 7, 2025.

The Applicant claimed that the Respondents had not complied with their previous order #16802, had repeatedly not paid their rent when due and had accrued rental arrears. They sought an order for the Respondents to pay rent owing as well as termination of the tenancy agreement and eviction.

A hearing was held on December 10, 2025, by three-way teleconference. SM and JI appeared representing the Applicant, the Respondents did not appear, nor did anyone appear on their behalf. As the notice of the hearing was provided to the Respondents by email and deemed served on November 7, 2025, the hearing proceeded as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Previous orders

Previous Rental Officer Order #16802, between NPR Limited Partnership (now Northview Residential REIT) and DB and LB, issued January 21, 2020, required the Respondents to pay rent arrears in the amount of \$6,718.00, to pay rent on time in the future, termination of the tenancy agreement on February 29, 2020, unless the rental arrears are paid in full and monthly rent for February 2020 is paid on time. If the tenancy is terminated, eviction to follow on March 1, 2020.

At the hearing the Applicant stated that they had not acted upon the provisions in the order terminating the tenancy as the Respondents had complied with the conditions. The lease statement shows that by June 2020 they had a \$0.00 balance and had satisfied the order to pay.

Tenancy agreement

According to the written tenancy agreement provided as evidence, the tenancy commenced on February 1, 2019, and continues month to month. The rent is currently \$2,400.00 per month. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant provided as evidence, an updated lease statement dated December 9, 2025. This statement represented the Landlord's accounting of monthly rent charged and payments made against the rent account. The statement also includes late payment penalties charged according to the Act and regulations.

According to this statement, on December 9, 2025, the balance owing was \$7,293.00. At the hearing the Applicant testified that no further payment had been made by the Respondents and this amount remains owing. I am satisfied the updated lease statement accurately reflects the current status of the Respondents' rental account and find they have rental arrears owing in the amount of \$7,293.00.

Termination and eviction

According to the lease statement, since the last order was issued, the Respondents have not paid their full rent when due in all months, running up arrears and then securing funding to pay them off. According to the statement in November 2021, the arrears were \$8,421.00, in November 2022, the arrears were over \$6,000.00. However, things improved in 2023 and 2024, in November of each of these years they had no arrears owing. This continued into 2025, and they had a balance owing of only \$5.00 in June 2025, but after, not paying any rent for July, September, October, and only partial rent for November 2025. They had rental arrears owing totalling \$10,893.00. A recent payment of \$3,600.00 was made on December 2, 2025, bringing the arrears owing to \$7,293.00.

The Applicant provided copies of notices about the rental arrears that had been provided regularly to the Respondents in September and October 2025, as well as a notice of termination for the end of September 2025, which was not complied with.

The Applicant testified that one of the Respondents has been in touch with their office and had said that they did not have the money to pay off the arrears and rent, but were trying to secure funding to do so. The Applicant expressed concern with the ability of the Respondents to pay their rent when due in the future and reiterated their interest in terminating the tenancy agreement and eviction.

Based on the evidence and testimony I am satisfied that the Respondents have repeatedly breached their obligation to pay their rent when due and find that termination of the tenancy agreement and eviction are justified. In the absence of the Respondents at the hearing or any plan from them to pay off their arrears and pay their rent on time, I do not have confidence that they will be able to do so in the future. An order will issue for the termination of the tenancy on December 31, 2025, with eviction to follow on January 15, 2026./4

Orders

An order will issue:

- requiring the Respondents to pay rental arrears owing in the amount of \$7,293.00(p. 41(4)(a));
- terminating the tenancy agreement on December 31, 2025, and the Respondents must vacate the rental premises on that date (41(4)(c)); and
- evicting the Respondents from the rental premises on January 15, 2026 (63(4)(a)).

Janice Laycock
Rental Officer