

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

BETWEEN:

NRR

Applicant/Landlord

-and-

DLB

Respondent/Tenant

REASONS FOR DECISION

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

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

Appearances at Hearing: **SM, on behalf of the Applicant**

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

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against DLB as the Respondent/Tenant 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 Respondent by email on November 7th, 2025.

The Applicant claimed that the Respondent had repeatedly not paid their rent when due and had accrued arrears. An order was sought for payment of rental arrears as well as termination of the tenancy and eviction.

A hearing was held on December 10, 2025, by three-way teleconference. SM appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent had failed to appear after receiving sufficient notice, the hearing proceeded in their absence as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant provided as evidence the written tenancy agreement between the parties for the period from April 1, 2019 to March 31, 2020, as well as a signed renewal of the tenancy beginning on May 1, 2025, on a month to month basis. The rent is currently \$1,975.00 per month.

I am satisfied there is a valid tenancy agreement 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 \$4,138.00. At the hearing the Applicant testified that a further payment of \$1,800.00 had been made by the Respondent on December 10, 2025, bringing the amount owing to \$2,338.00. They committed to provide an updated statement after the hearing. This statement was received by the Rental Office and confirms their testimony. I am satisfied the updated lease statement dated December 10, 2025, accurately reflects the current status of the Respondent's rental account and find they have rental arrears owing in the amount of \$2,338.00.

Termination and eviction

Under subsection 41(1) of the Act, “a tenant shall pay rent to the landlord lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.” Further, under subsection 41(4) of the Act, where on application by a landlord, it is determined that the tenant has failed to pay rent, an order may be made (a) requiring the tenant to pay rent owing and any penalty for late payment; (b) requiring the tenant to pay rent on time in the future; or (c) terminating the tenancy on the date specified in the order and requiring the tenant to vacate the rental premises on that date.

According to the lease statement provided as evidence, the Respondent has repeatedly failed to pay rent when due, in breach of the tenancy agreement and subsection 41(1) of the Act. The Respondent has been in continual arrears since October 2022, with the arrears as high as \$10,173.92 in October 2024, and as low as \$1,930.00 in June 2025. They paid no rent in July, only \$150.00 in August and made partial rent payments in September and October 2025, bringing the arrears to \$6,262.00. After the Application was filed, the Respondent made payments towards rent and arrears in November and a partial rent payment for December, reducing the outstanding balance to \$2,338.00.

The Applicant provided as evidence notices sent to the Respondent including “Notice of substantial Breach: 10-Day Lease Termination”, dated February 14, 2025, and October 16, 2024, as well notices by email in August and September 2025. They also provided emails from the Respondent to the Applicant laying out the Respondent’s plan for payment of the rent and arrears. The most recent payment plan dated October 9th, 2025, sets out payment of all rent and all arrears by December 5, 2025. The Respondent is currently in breach of this payment plan, as of the hearing date of December 10, 2025, they owe \$2,338.00 in rent and arrears.

Based on the evidences, especially the history of arrears, I am satisfied that the Respondent has repeatedly breached their obligation to pay rent when due and termination of the tenancy agreement and eviction are justified. However, I appreciate that the Respondent has been actively trying to pay off their arrears and am willing to order a conditional termination. The tenancy will terminate on January 31, 2026, unless the Respondent pays their rent for January when due and pays all of their arrears. If the tenancy is terminated then the Respondent can be evicted from their rental premises on or after February 1, 2026.

I encourage the Respondent to comply with these conditions, in which case their tenancy will not be terminated. If their tenancy continues after January 31, 2025, I encourage them to comply with their obligation to pay their rent on time in the future. If they do not, and the Applicant files another application with the Rental Office, it is likely that their tenancy will be terminated.

Orders

An order will issue:

1. requiring the Respondent to pay rental arrears owing in the amount of \$2,338.00. (p. 41(4)(a));
2. requiring the Respondent to pay their rent on time in the future (p. 41(4)(b));
3. terminating the tenancy agreement between the parties and requiring the Respondent to vacate the rental premises on January 31, 2026, unless rent for January is paid when due and the rental arrears are paid in full (p. 41(4)(c) and ss 83(2));
4. evicting the Respondent from the rental premises on February 1, 2026, if the tenancy agreement between the parties is terminated in accordance with paragraph 3 of this order (p. 63(4)(a) and ss 83(2)).

Janice Laycock

Rental Officer