

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

KM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **December 18, 2025**

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

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

SM, representing the Applicant

Date of Decision: **December 19, 2025**

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against KM as the Respondent/Tenant was filed by the Rental Office on November 10, 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 November 20, 2025.

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

A hearing was scheduled for December 18, 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 Respondent's absence. I reserved my decision for the Applicant to provide requested information and to review the evidence and testimony.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

Preliminary matters

In review of the application package there were three different spellings of the Tenant's email. The Landlord's representative confirmed the email on the proof of service is the correct email. They also stated the email was recorded on their application for a rental unit. Upon request, the Landlord's representative provided a copy of the rental application which verified the email address used for service.

The application indicated the spelling of Tenant's name was MKM. The identification provided showed KMM and the assignment document was signed by the Tenant as KM. The Style of Cause will be recorded as KM.

Tenancy agreement

Evidence provided established an assignment agreement was done between the Landlord, the YWCA and the Tenant. The assignment agreement was effective on July 1, 2025. Upon request, the Landlord provided the assigned tenancy agreement. I am satisfied a valid tenancy is in place in accordance with the Act.

Rental arrears

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in accordance with the terms set out in the tenancy agreement.

The Landlord claimed the Tenant has not maintained their payment requirements and accumulated arrears. The Landlord's representative testified they followed-up multiple times with the Tenant to address the rent balance.

To support the Landlord's claim, entered into evidence was a Lease Ledger, notices and a 10-day notice of termination. The 10-day termination notice was dated September 11, 2025 with a termination date of September 21, 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 \$2,150.00. It also indicated that from the start of the tenancy, the Tenant maintained a varied arrears balance. At the time of the application, the Tenant had accrued \$6,511.00 in rental arrears. The arrears equated to over 3 months of unpaid rent.

On December 16, 2025, the Landlord provided an updated ledger, the updated ledger indicated that on October 31, 2025, the Tenant received rental assistance to clear the arrears and give them a rent credit of \$2,150.00 which covered November 2025 rent. The Ledger also indicated the Tenant failed to pay anything towards December rent and was again in arrears.

I am satisfied the lease ledger accurately reflects the current balance of the Tenant's rent account. I find the Tenant failed to pay rent and accumulated arrears in the amount of \$2,150.00.

Termination of the tenancy agreement and eviction

In review of the evidence provided, the Tenant has shown a habit of not maintaining their rent account and accumulated arrears. This is reason alone to terminate the tenancy.

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 September 21, 2025, I find the application to a rental officer was made within a sufficient period of time to solidify the termination of the tenancy agreement. An order for termination of the tenancy agreement and eviction will be issued.

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord arrears in the amount of \$2,150.00 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on January 31, 2026 (p. 41(4)(c), p. 54(1)(g)); and
- evicting the Tenant from the rental premises on February 1, 2026 (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer