

IN THE MATTER between **NRR**, Applicant, and **KB and JW**, 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-

**KB and JW**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 20, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** SM, representing the Applicant  
JW, representing a Respondent  
**Date of Decision:** January 21, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against KB and JW as the Respondents/Tenants was filed by the Rental Office. The application was made regarding a residential tenancy agreement for a rental premises located in, Northwest Territories. The filed application was served on the Respondents by email and deemed served on October 19, 2025.

The Applicant alleged the Respondents failed to pay rent, resulting in the accumulation of arrears, and had an outstanding charge for the disposal of tires in the assigned parking space. An order was sought for payment of arrears, costs for disposal, termination of the tenancy agreement and eviction.

A hearing was scheduled for November 25, 2025. The Applicant did not appear. KB and JW appeared to represent the Respondents. The Applicant was sent a first fail to appear notice, after which they apologized, and requested the hearing be rescheduled.

All parties were provided notice of the rescheduled hearing by email and deemed served on December 5, 2025. The rescheduled hearing took place on January 20, 2026, by three-way teleconference. SM appeared to represent the Applicant. JW appeared to represent the Respondent. JW advised he was not representing KB. JW also confirmed KB had the hearing information and was to attend. As the Respondent KB failed to appear after receiving sufficient notice of this hearing, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in KB'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 February 1, 2021 to January 31, 2022. The tenancy was renewed as a month-to-month tenancy. The tenancy agreement was signed by all parties.

#### *Previous orders*

Rental Officer File #17680, dated September 20, 2022, required the Respondents to pay rent on time in the future.

From this point forward the Applicant will be known as the Landlord and the Respondents as the Tenants.

#### *Rental arrears*

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

The Landlord claimed the Tenants did not adhere to the payment requirements of the tenancy agreement and accumulated significant arrears.

To support the Landlord's claim, entered into evidence was a lease ledger, record of communications, multiple arrears notices, emails and two 10 day notices of termination. The notices of termination were dated March 6, 2025, with a termination date of March 16, 2025, and July 11, 2025 with a termination date of July 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 Tenants' rent account since the start of the tenancy. The charges on the ledger reflect a monthly rent of \$1,765.00. It also indicated the last zero or positive balance was June 23, 2023, and at the time of the application there was a balance owing in the amount of \$3,427.46. The statement also included a charge for \$40.00 for tire disposal. The \$40.00 charge is not considered arrears. After removing the charge, I find an arrears balance owing in the amount of \$3,387.46. The balance owed equated to over 1.75 months of unpaid rent.

On January 16, 2025, the Landlord provided an updated ledger. The updated ledger showed \$1,300.00 had been paid towards the rent account and the arrears increased to \$7,460.46 after removing the \$40.00 charge. The new arrears balance equated to over 4 months of unpaid rent.

The Tenant acknowledged the arrears claim. The Tenant stated they vacated the rental premises in September 2025, and had informed the Landlord, but did not look like a record of the notice was received. The Tenant stated they also stopped paying because the other Tenant was also not making payments. The Tenant wanted the tenancy terminated and to resolve the balance.

I am satisfied the lease ledger accurately reflects the current balance of the Tenants rent account. I find the Tenants failed to pay rent and accumulated arrears in the amount of \$7,460.46.

#### *Tire disposal*

Under subsection 45(2) of the Act, a tenant shall maintain the rental premises and all services and facilities provided by the landlord of which the tenant has exclusive use in an ordinary state of cleanliness. Under subsection 45(4) of the Act, where, on an application of a landlord,

a rental officer determines that a tenant has breached an obligation imposed by this section, the rental officer may make an order: (d) authorizing any action that is to be taken by the landlord to remedy the effects of the tenant's breach and requiring the tenant to pay any reasonable expenses directly associated with the action.

The Landlord claimed the cost for the disposal of tires left in the Tenant's parking space.

To support the Landlord's claim was an invoice for tire disposal and a hand delivered general notice provided to the Tenants regarding tires located in their parking area.

In response to the claim, the Tenant stated the tires did not belong to them, and had been in front of their parking spot for an extended period of time. They were originally from an adjacent parking spot. The Tenant stated they did not know they were charged for the disposal until after they had returned from their work rotation. The Tenant agreed to pay the disposal fee if required.

The Rental Officer reviewed the notice with the parties and questioned the Tenant who confirmed they did not notify the Landlord of them not being the owner of the tires until after being charged the disposal fee. The Tenant also stated they requested their email information be added to the tenancy contact as correspondence was only done with the other Tenant, but was unresolved. The Rental Officer also questioned the notice and why it was not directed specifically to the Tenants. In response, the Landlord's representative stated the notice was a common notice delivered to all residents in the residential complex. The Landlord's representative advised there were multiple spots with tires and those that informed the Landlord of the items not belonging to them were not charged for the disposal.

The Rental Officer also noted the tire notice was hand delivered to a Tenant at the rental premises. Because of hand delivery of the notice, there was ample opportunity to inform the Landlord of the tires not belonging to them, I find the Tenants responsible for the \$40.00 tire disposal fee.

*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 July 21, 2025, I find 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, and therefore deem the Landlord as having reinstated the tenancy.

However, in consideration of the failure to maintain the rent account and significant arrears, I am satisfied the Landlord's request for termination of the tenancy agreement and eviction to be justified.

*Orders*

an order will be issued:

- requiring the Tenants pay to the Landlord rental arrears in the amount of \$7,460.46 (p. 41(4)(a));
- requiring the Tenants pay to the Landlord the cost for disposal of the tires in the amount of \$40.00 (p. 45(4)(d));
- terminating the tenancy agreement between the parties on February 15, 2026 (p. 41(4)(c));  
and
- evicting the Tenants from the rental premises on February 16, 2026 (p. 63(4)(a)).

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Jerry Vanhantsaeme  
Rental Officer