

IN THE MATTER between **TPM Ltd.**, Applicant, and **DD**, 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 **self-government of Behchoko in the Northwest
Territories**;

BETWEEN:

TPM LTD.

Applicant/Landlord

-and-

DD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 15, 2026
Place of the Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: JS, representing the Applicant
DD, representing the Respondent
Date of Decision: January 19, 2026

REASONS FOR DECISION

An application to a rental officer made by TPM Ltd. as the Applicant/Landlord against DD as the Respondent/Tenant was filed by the Rental Office on October 21, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Behchoko, Northwest Territories. The filed application was personally served on the Respondent on October 22, 2025.

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

A hearing was scheduled for December 2, 2025. However, due to the Applicant failing to provide the Rental Office the proof of service of the application five business days as required under subparagraph 76(1)(b)(i) of the Act the hearing was rescheduled. The rescheduled hearing took place on January 15, 2026, by three-way teleconference. JS appeared to represent the Applicant. DD appeared to represent the Respondent. I reserved my decision for the Applicant to provide an adjusted rent account statement and to review the evidence and testimony.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties commencing January 1, 2022. The tenancy agreement was signed by both parties.

The Rental Officer reviewed the tenancy agreement with the parties, and noted multiple sections of the agreement were not in align 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 failed to pay rent on time and in full, resulting in the accumulation of substantial arrears. The Landlord's representative stated they offered the Tenant a payment plan.

To support the claim, entered into evidence was a rent statement and email correspondence between the parties.

The rent statement presented the Landlord's accounting of rent and payments received against the Tenant's rent account. The charges on the statement reflected a balance owed in the amount of \$10,065.00. The balance equated to more than six months of unpaid rent. .../3

On January 7, 2026, the Landlord provided an updated statement showing the balance owing was reduced to \$7,910.09. The balance also contained a \$1,099.12 propane charge. The propane charge is not considered rent. After deducting the charge from the account, there was an arrears balance of \$6,810.97 owing.

In response to the claim, the Tenant stated the parties made a payment plan to cover the arrears and would be paid by November 2026. The Tenant stated they have struggled to maintain the payments. They also spoke to third party payment assistance. The Tenant stated based on the balance, the arrears was to be paid ahead of schedule. The Tenant also stated they have been off work for medical reasons.

The Rental Officer questioned \$65.00 charges and explained the application of the late payment penalty, and last time the Tenant was at a zero or positive balance. The Landlord's representative acknowledged the late payment penalties and also advised the last zero balance on the rent account was October 18, 2022. The Rental Officer questioned and it was confirmed no payment agreement was signed. The Landlord withdrew the monthly \$65.00 late payment penalty.

On January 19, 2026, the Landlord provided an updated statement of the rent account. The updated statement showed other after the payments were applied and the \$2,600.00 in late payment penalties was removed, the arrears were reduced to \$2,310.97. I also note the updated statement showed while the Tenant did make payments, they were not always on time or in full as required by the tenancy agreement.

I am satisfied the updated statement accurately reflects the rent account and the Tenant has accumulated arrears in the amount of \$2,310.97.

Utilities

Subsection 45(1) of the Act states, when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

The Landlord claims the Tenant failed to maintain utilities as required by paragraph 22 of the tenancy agreement.

The Landlord's representative testified they were contacted by the utility provider and told them the propane was low and the Tenant's account had been cancelled. The Landlord's representative stated they intervened and had the rental premises refuelled to avoid damage to the unit.

To support the Landlord's claim was an invoice from a propane provider in the amount of \$1,099.12. The invoice indicated the Tenant's rental premises was provided the service.

In response to the claim, the Tenant stated they were unaware of the heating charge until they were provided an email by the Landlord. The Tenant stated they attempted to open an account but could not and obtained an account with a separate propane provider in October 2025.

The Tenant stated they were not approached about the refuelling, and only found out about it after receiving the invoice.

The Rental Officer questioned and the Tenant confirmed they had not advised the Landlord of the change of fuel provider. The Rental Officer explained the Landlord's concern of loss of heat and possible damages.

I find both parties were negligent in communicating about the utility provider, and because of this, it would be unfair for one party or the other to bear the cost of the propane filling. I find that splitting the cost of propane to be fair. Each party is responsible for the cost of propane in the amount of \$549.56.

Tenant concerns

The Tenant noted there was an issue with the water tank at the rental premises. The Tenant stated prior to the hearing, the water line had been frozen and needed to be cleared. The Tenant spoke to the functioning of the water service.

The Landlord's representative testified once they were informed of the frozen water line, they addressed the issue immediately. The Landlord's representative stated whenever an issue was raised, they responded immediately.

The Tenant acknowledged the issue had been addressed.

Termination of the tenancy agreement and eviction

Based on the evidence and testimony, the Tenant has not maintained their rent account and accumulated arrears. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. However, as the Tenant has been addressing the rent account and the arrears had been substantially reduced since the application was made, a conditional order for termination and eviction will be issued solely on the payment of rental arrears and rent.

Orders

An order will be issued:

1. requiring the Tenant to pay to the Landlord \$2,310.97 in rental arrears (p. 41(4)(a));
2. requiring the Tenant to pay future rent (p. 41(4)(b));
3. requiring the Tenant to pay to the Landlord the cost of utilities in the amount of \$549.56 (p. 45(4)(d));
4. terminating the tenancy agreement on July 31, 2026, unless the rental arrears of \$2,310.97 is paid in full and the monthly rents for February through July 2026 is paid in full (p. 41(4)(c), ss. 83(2)); and
5. evicting the Tenant from the rental premises on August 1, 2026, should the tenancy be terminated (p. 63(4)(a), 83(2)).

Jerry Vanhantsaeme
Rental Officer