

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

CP

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant
CP, representing the Respondent
JU - French Translation

Date of Decision: December 23, 2025

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against CP 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 on time and in full, resulting in the accumulation of arrears. An order was sought for payment of arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for December 18, 2025, by three-way teleconference. SM appeared to represent the Applicant. CP appeared to represent the Respondent. French translation was done by JU via CanTalk. I reserved my decision to review the evidence and testimony.

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

Tenancy agreement

Evidence presented established a fixed term tenancy agreement between the parties from August 1, 2020 and July 31, 2021. On April 14, 2025, the parties entered into a new fixed term running from May 1, 2025 to April 30, 2026. The renewal was also signed by two other people. The other people are not recorded as tenants and therefore deemed to be occupants of the rental premises. I am satisfied there is a valid sole tenancy agreement 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 to the terms set out in the tenancy agreement.

The Landlord claimed the Tenant did not adhere to the payment requirements of the tenancy agreement and rent accumulated significant arrears. The Landlord has continually followed-up with the Tenants to address the arrears.

To support the Landlord's claim, entered into evidence was a Lease Ledger, record of communications, arrears notices, an unsigned repayment plan, emails and two 10 day notices of termination. The 10-day termination notices were dated November 25, 2024 and June 25, 2025. The June 25, 2025, notice had a termination date of July 2, 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 \$2,825.00. It also indicated the last time the Tenant had a zero or positive balance was February 26, 2024. The ledger also showed at the time of the application, the Tenant accrued \$6,031.00 in rental arrears. The arrears balance equated to more than two months of unpaid rent.

On December 17, 2025, the Landlord provided an updated ledger. The ledger showed payments were made and the arrears were reduced to \$4,110.00.

In response to the claim, the Tenant apologized. The Tenant noted a death in the family resulted in them incurring costs that were in the process of being repaid. The Tenant stated currently they have two jobs, and been trying to make their payments. The Tenant attempted to get financial assistance to pay the Landlord. The assistance available to them was less than the amount needed. The Tenant earlier proposed to the Landlord a transfer to a less expensive rental unit. However, the Landlord was unwilling due to the arrears. The Tenant also advised they applied to a rental assistance provider for assistance. The Tenant stated their proposal would help reduce the debt. The Tenant again spoke to the condition of the rental premises and it would not be advisable to renew the tenancy. The Tenant again requested a less expensive unit, to help them pay their outstanding debts. The Tenant spoke to paying rent, installments and at the end of the tenancy, there would be no balance owing. The Tenant again noted they had applied for rental assistance and once received, the balance would be significantly reduced. The Tenant requested a payment plan for the arrears.

The Rental Officer clarified they did not have the ability to order a Landlord to move a tenant. The Rental Officer explained the tenancy, ending and starting a new tenancy, and the expectations of paying rent in accordance to the tenancy agreement, entitlement of late payment penalties. The Rental Officer also explained the rent account prior to and after the rental assistance provider provided help. In response to the request for a payment plan, the Rental Officer pointed to the Tenant failing to adhere to the payment plan they proposed earlier.

The Rental Officer questioned and was advised others were living with them but not charging rent.

When reviewing the ledgers provided, I found the Landlord retroactively charged 7 late payment penalties three or more months after the rent period. The Rental Officer .../4

questioned the practice, and how a tenant would be able to understand their rent account balance. The Landlord's representative acknowledged the issue. I find this to be an unfair practice by the Landlord, as the Tenant would not have an accurate accounting of the rent account. The following charges are denied:

Rent months	Date penalties applied	Penalty amounts
August 2024	January 2025	\$ 30.00
September 2024	January 2025	\$ 29.00
February 2025	October 2025	\$ 27.00
March 2025	October 2025	\$ 30.00
April 2025	October 2025	\$ 29.00
May 2025	October 2025	\$ 30.00
June 2025	October 2025	\$ 29.00
Total		\$ 204.00

After deducting the \$204.00 from the rent owing, the revised arrears balance is \$3,906.00.

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 last 10-day notice of termination ended on July 2, 2025, I found 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.

However, in consideration of the Tenant's failure to maintain the rent account, 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 Tenant to pay to the Landlord rental arrears in the amount of \$3,906.00 (p. 41(4)(a));
- terminating the tenancy agreement between the parties on February 28, 2026 (p. 41(4)(c));
and
- evicting the Tenant from the rental premises on March 1, 2026, (p. 63(4)(a)).

Jerry Vanhantsaeme
Rental Officer