

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

**KE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2026  
**Place of the Hearing:** Yellowknife, Northwest Territories  
**Appearances at Hearing:** SM, representing the Applicant  
KE, representing the Respondent  
**Date of Decision:** January 14, 2026

### **REASONS FOR DECISION**

An application to a rental officer made by NRR as the Applicant/Landlord against KE as the Respondent/Tenant was filed by the Rental Office November 27, 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 December 13, 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 January 14, 2026, by three-way teleconference. SM appeared to represent the Applicant. KE appeared to represent the Respondent. At the end of the hearing I gave an oral decision and reasons to the parties and advised it would be followed-up with a written order and reasons for the decision.

#### *Tenancy agreement*

Evidence presented established a fixed term tenancy agreement between the parties from December 1, 2021, to November 30 2022. The parties entered into a new fixed term from January 1, 2025, to December 31, 2025. The parties agreed the tenancy was continued as a month-to-month tenancy. The tenancy agreement was signed by both parties. I am satisfied a tenancy agreement is in place in accordance with the Act.

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

#### *Rental arrears*

Subsection 41(1) of the Act requires a tenant to pay rent to the landlord in according 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 accumulated arrears.

To support the Landlord's claim, entered into evidence was a lease ledger, email correspondence, notices, a record of communications, and two 10 day notices of termination. The first notice was dated February 17, 2025, with a termination date of February 27, 2025, and the second notice dated September 10, 2025 with a termination date of September 20, 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. The charges on the ledger reflect a monthly rent of \$1,710.00. It also indicated the last time the Tenant had a zero or positive balance was May 7, 2025, and at the time of the application accrued \$6,089.30 in rental arrears. The arrears balance equated to more than 3.5 months of unpaid rent.

On January 12, 2026, the Landlord provided an updates statement showing a rent increased to \$1,835.00 in January, with no further payments made. As a result the arrears increased to \$9,661.30.

The Landlord's representative testified the Tenant had multiple opportunities to address the arrears. The Tenant had not provided a payment plan or reasoning for non-payment.

In response to the claim, the Tenant acknowledged the rental arrears. They stated they were laid off and fell behind. They contacted the Landlord to work out a plan to address the arrears. The Tenant stated they would pay \$3,000.00 to \$4,000.00 by the end of the month and after filing taxes would put more towards the balance.

The Rental Officer questioned and the Landlord's representative confirmed they would be willing to enter into a payment plan to address the 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 \$9,661.30.

#### *Mediated agreements*

Section 79.1 permits a Rental Officer to mediate an agreement between the parties and express results in an order, provided the Rental Officer has the authority under the Act to make an order of the kind.

*79.1.(1) Where a rental officer has mediated between a landlord and tenant who have been able to settle a matter by agreement, the rental officer may express the terms of the agreement in an order.*

*79.1.(2) An order made under subsection (1)*

*(a) may contain the terms of the agreement that may be expressed as order that a rental officer has the authority to make under provisions of this Act; and*

*(b) may include the terms and conditions that the rental officer considers appropriate in the circumstances.*

In my opinion, a Rental Officer may make orders pursuant to section 41, section 63 and subsection 83(2) and there is an agreement between the parties that the Tenant is obligated to pay rent, rental arrears and the parties agreed on the terms and conditions for payment or rent, arrears, conditional termination of the tenancy agreement and eviction.

*Termination of the tenancy agreement and eviction*

Subsection 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 20, 2025, and the Landlord submitted the application to a rental officer on November 24, 2025, I am satisfied the application was submitted within a sufficient period of time to solidify the termination of tenancy agreement.

As the Landlord agreed to work with the Tenant to maintain the tenancy, a conditional 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 rental arrears in the amount of \$9,661.30 (p. 4(4)(a));
- requiring the Tenant to pay future rent (p. 41(4)(b));
- terminating the tenancy agreement on:

- (a) January 31, 2026, unless at least \$3,000.00 is paid towards the rent and arrears for January 2026;
  - (b) February 28, 2026, unless \$1,000.00 is paid towards the arrears and the monthly rent for February 2026, is paid in full;
  - (c) March 31, 2026, unless \$1,000.00 is paid towards the arrears and the monthly rent for March 2026, is paid in full;
  - (d) April 30, 2026, unless \$1,000.00 is paid towards the arrears and the monthly rent for April 2026, is paid in full;
  - (e) May 31, 2026, unless \$1,000.00 is paid towards the arrears and the monthly rent for May 2026, is paid in full;
  - (f) June 30, 2026, unless \$1,000.00 is paid towards the arrears and the monthly rent for June 2026, is paid in full;
  - (g) July 31, 2026, unless \$1,000.00 is paid towards the arrears and the monthly rent for July 2026, is paid in full; and
  - (h) August 31, 2026, unless \$661.30 is paid towards the arrears and the monthly rent for August 2026, is paid in full (p. 41(4)(c), ss. (832)).
- evicting the Tenant from the rental premises on:
    - (a) February 1, 2026, if termination of the tenancy agreement becomes effective January 31, 2026;
    - (b) March 1, 2026, if termination of the tenancy agreement becomes effective February 28, 2026;
    - (c) April 1, 2026, if termination of the tenancy agreement becomes effective March 31, 2026;
    - (d) May 1, 2026, if termination of the tenancy agreement becomes effective April 30, 2026;
    - (e) June 1, 2026, if termination of the tenancy agreement becomes effective May 31, 2026;
    - (f) July 1, 2026, if termination of the tenancy agreement becomes effective June 30, 2026;
    - (g) August 1, 2026, if termination of the tenancy agreement becomes effective July 31, 2026;
- and

(h) September 1, 2026, if termination of the tenancy agreement becomes effective August 31, 2026 (p. 63(4)(a), ss. 83(2)).

---

Jerry Vanhantsaeme  
Rental Officer