

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

CC

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
Date of Decision: January 15, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against CC as the Respondent/Tenant was filed by the Rental Office on 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 7, 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 January 14, 2026, by three-way teleconference. SM appeared to represent the Applicant. The Respondent did not appear, nor did anyone on their behalf. As the respondent failed to appear after receiving sufficient notice, pursuant to subsection 80(2) of the Residential Tenancies Act, the hearing proceeded in their 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 May 1, 2021 to April 30, 2022. The tenancy was renewed as a month-to-month tenancy. The tenancy agreement was signed by the Respondent.

Subsection 9(4) of the Act, states a tenancy agreement is deemed to be writing where it has been signed by one party or their agent, and given to the other party and the landlord permits the tenant to take occupancy of the rental premises.

I am satisfied there is a valid tenancy agreement is in place in accordance with the Act.

Previous orders

Rental Officer Order #17849 dated February 7, 2023, required the Respondent to pay \$7,399.00 in arrears, pay future rent on time, terminate the tenancy agreement on March 31, 2023, unless the rental arrears are paid in full and the rent for February and March are paid on time, and should the tenancy agreement be terminated, evict the Respondent from the rental premises on April 1, 2023.

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 Tenant did not adhere to the payment requirements of the tenancy agreement and accumulated significant arrears. The Landlord's representative testified no payments had been received since August 2025, and the Tenant was given multiple opportunities to address the arrears. The Landlord's representative noted the Tenant made multiple commitments but failed to fulfill them.

To support the Landlord's claim, entered into evidence was a Lease Ledger, record of communications, multiple arrear notices, emails and three 10-day notices of termination. The notices of termination were dated October 17, 2024, with a termination date of October 27, 2024, and February 14, 2025, with a termination date of February 24, 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 Tenant's rent account since the start of the tenancy. The charges on the ledger reflect a monthly rent of \$2,085.00. It also indicated the last time the account had a zero or positive balance was July 30, 2025, and at the time of the application there was a balance owing in the amount of \$7,428.00. The statement also included a charge for \$125.00. The Landlord's representative indicated the charge was for a lock change. While the Tenant had a positive balance after the charge, it should be noted that maintenance and repair charges are not considered rent.

Prior to the hearing, the Tenant entered into evidence an email chain dated December 4, 2025, and December 11, 2025. The chain indicated the Tenant was providing a rough payment schedule with the hopes of clearing the arrears by mid-march.

On January 9, 2025, the Landlord provided an updated ledger. The ledger showed no payments were made and the balance owed increased to \$11,419.00.

When reviewing the ledger provided, I found the Landlord charged numerous retroactive late payment penalties three or more months after the rent period. The Rental Officer pointed to this being an unfair practice, as tenants would not have an accurate accounting of their rent account. The following charges are denied:

Rent Months	Date penalties applied	Penalty amounts
February 2024	August 2024	\$ 5.00
February 2024	August 2024	\$ 28.00
March 2024	August 2024	\$ 30.00
May 2024	August 2024	\$ 30.00
August 2024	October 2025	\$ 30.00
October 2024	October 2025	\$ 30.00
February 2025	October 2025	\$ 27.00
March 2025	October 2025	\$ 30.00
April 2025	October 2025	\$ 29.00
July 2025	October 2025	\$ 29.00
Total		\$ 268.00

After deducting the \$268.00 from the lease ledger balance of \$11,419.00, I find the Tenant had arrears in the amount of \$11,151.00. Based on the current rent, the arrears equated to over 5.25 months of unpaid rent.

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 days 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 to have reinstated the tenancy.

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

Orders

An order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$11,151.00 (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