

IN THE MATTER between **BVP**, Applicant, and **AM**, 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 **Town of Inuvik in the Northwest Territories**;

BETWEEN:

BVP

Applicant/Landlord

-and-

AM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AW, representing the Applicant
JN, witness for the Applicant
MM, support for the Applicant
AM, representing the Respondent

Date of Decision: February 6, 2026

REASONS FOR DECISION

An application to a rental officer made by BVP as the Applicant/Landlord against AM as the Respondent/Tenant was filed by the Rental Office on January 7, 2026. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondent by email and deemed served on January 11, 2026.

The Applicant alleged the Respondent failed to pay rent on time and accumulated arrears. An order was sought to pay arrears, termination of the tenancy agreement and eviction.

A hearing was scheduled for February 3, 2026, by three-way teleconference. AW appeared to represent the Applicant. JN appeared as witness for the Applicant and MM appeared to support the Applicant. AM appeared to represent the Respondent. I reserved my decision for the Applicant to provide an updated statement and to review the evidence and testimony.

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

Preliminary matters

One hour prior to the hearing the Landlord provided additional evidence electronically. The Rental Officer disallowed this evidence as it was provided less than 24 hours to the hearing. The Tenant and Rental Officer would not have sufficient time to review the evidence. The Applicant was advised they could speak to the evidence at the hearing.

Tenancy agreement

Evidence presented established a month-to-month tenancy agreement between the parties commencing April 1, 2019. The agreement was signed by all parties.

The Rental Officer pointed that portions of the tenancy agreement is not in accordance with the Act. The Landlord acknowledged the inconsistencies.

Rental arrears and reporting of income

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 in accordance with the terms set out in the tenancy agreement, resulting in the accumulation of arrears. To support the claim, entered into evidence were notices, email correspondence and a lease ledger.

The lease ledger represents the Landlord's accounting of the rent and payments against the Tenant's rent account since February 2025. The ledger reflects a monthly rent of \$1,700.00 and shows that the Tenant failed to pay rent in full for seven of the eleven months listed.

The Landlord's representative testified that the Tenant failed to pay the rent on time for an extended period. The Landlord noted the Tenant has allowed a person to reside in the rental premises, which was not approved under the tenancy agreement. The Landlord also stated the Tenant has attempted to maintain the rent account but historically late in addressing the rent. The Landlord noted the arrears have increased and concerned the Tenant could not maintain their responsibility to pay future rent.

In response to the claim, the Tenant acknowledged the arrears, and that rent was not paid as required on the tenancy agreement. The Tenant stated they appreciate the patience of the Landlord. The Tenant stated they have had personal issues.

The Rental Officer pointed out to the Landlord, the tenancy agreement is silent on occupancy.

The Rental Officer questioned and the Landlord's witness stated they only have record back 18 months and the Tenant has not had a zero balance. The Landlord's representative also stated they were in a partnership and was not the sole proprietor and the Tenant has not adhere to terms for payment. The Tenant stated they were off work for an extended time frame and waiting on employment assistance. The Tenant noted they would like a last chance to maintain the tenancy by paying the rent by the end of the week, and if not, they would vacate the rental premises by the end of the month.

The Rental Officer questioned and the Tenant stated they agree with the Landlord on maintaining the rent account. When entering into the tenancy, they were not in a good financial situation and personal issues need to be addressed. The Tenant acknowledged they are not good at managing finances. The Tenant also confirmed the person residing with them was not paying rent but was helping with costs.

Upon request the Landlord provided an updated ledger which showed they did pay the rent for January 2026 but not February 2026, and the arrears had increased to \$4,950.00.

I am satisfied the lease ledger accurately reflects the Landlord's accounting of the rent account and the Tenant has arrears in the amount of \$4,950.00.

Termination of the tenancy agreement and eviction

Subsection 41(1) A tenant shall pay to the landlord the rent when lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.

Based on the evidence and testimony, the Tenant has shown a history of not maintaining their rent account. While the Tenant stated they could address the rent account, I am not confident they will maintain payment requirements as outlined in the tenancy agreement. 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 \$4,950.00 (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