

IN THE MATTER between **NRR**, Applicant, and **JN**, 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 **Renee Fougere** Rental Officer, regarding a rental premises located within the **City of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

JN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 16, 2026

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SM, representing the Applicant

JN, representing the Respondent

Date of Decision: February 27, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against JN as the Respondent/Tenant was filed by the Rental Office on January 15, 2026. 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 January 18, 2026.

The Applicant claims that the Respondent failed to pay rent resulting in the accumulation of rental arrears. An order was sought for payment of arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for February 16, 2026, by three-way conference. SM appeared to represent the Applicant. JN appeared to represent the Respondent. I reserved my decision to review the evidence and testimony.

Tenancy Agreement

Evidence was presented establishing a month-to month residential tenancy agreement between the parties from June 01, 2023, to September 30, 2023, and continued thereafter on a month-to-month basis. I am satisfied that a valid 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 accordance the terms set out in the tenancy agreement.

The Landlord claimed that the Tenant failed to pay rent, resulting in the accumulation of arrears. The Landlord's claim included several copies of emails to the Tenant addressing the arrears and payment of rent. The Landlord provided a ledger indicating that the Tenant's rent obligation is \$2,040.00 and the total arrears accumulated to date by the Tenant is \$13,175.27. I am satisfied the evidence provided accurately reflects the status of the Tenant's rent account. The Tenant confirmed these amounts.

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. I am satisfied the Landlord's request for termination of the tenancy agreement and eviction is justified. When questioned, the Landlord's representative confirmed that they did not want a conditional order for termination and eviction.

Order

An Order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$13,175.27. (p. 41(4)(a));
- terminating the tenancy agreement on April 15, 2026. (p.41(4)(c)); and
- evicting the Tenant from the rental premises on April 16, 2026. (p. 63(4)(a)).

Renee Fougere
Rental Officer