

IN THE MATTER between **NRR**, Applicant, and **AF**, 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 premise located within the **City of Yellowknife in the Northwest Territories**;

BETWEEN:

NRR

Applicant/Landlord

-and-

AF

Respondent/Tenant

REASONS FOR DECISION

Date of Hearing: February 16, 2026
Place of Hearing: Yellowknife, Northwest Territories
Appearances at Hearing: SM, representing the Applicant
Date of Decision: March 2, 2026

REASONS FOR DECISION

An application to a rental officer made by NRR as the Applicant/Landlord against AF as the Respondent/Tenant and 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 on January 23, 2026.

The Applicant claims the Respondent failed to pay rent on time, accumulated rent arrears, damaged the rental property, and breached the tenancy agreement which resulted in expenses for the Landlord. An order was sought for payment of arrears, termination of the tenancy agreement and eviction, reimbursement of expenses resulting from breaches of the tenancy agreement, and cost of repairs for the damages.

A hearing was scheduled for February 16, 2026, by three-way conference. NRR was present at the hearing. The Respondent did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act). 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 November 1, 2024 until October 31, 2025, and continued thereafter on a month-to-month basis. I am satisfied 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 with the terms set out in the tenancy agreement.

The Landlord claimed 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 \$1,555.00 and the total arrears accumulated to date is \$9,289.03. I am satisfied the evidence provided accurately reflects the status of the Tenant's rent account.

Damages and repair costs

The Applicant provided a receipt for a clogged toilet in the amount of \$447.00. The toilet required replacement because it was significantly clogged due to excessive amount of tissue paper. I accept the cost of this repair.

Utilities

Subsection 45(1) of the Act specifies a tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances. Under paragraph 4 of the tenancy agreement between the parties, the Respondent is responsible for paying all hydro for the rental premises. The Landlord entered into evidence receipts of hydro paid to Naka for the period ending on December 5, 2025 for the amount of \$126.07. The rent ledger includes further amounts for electricity paid by the Landlord; however, there are no receipts entered as evidence. I dismiss the amount of \$274.52 indicated in the rent ledger for electricity payment on January 14, 2026 and December 11, 2025.

Termination and eviction

According to the rent ledger, the Respondent has not paid rent on time and has arrears of \$9,289.03, which amounts to almost six months rent. Based on the evidence and testimony, I am satisfied that the Respondent has repeatedly breached their obligation to pay their rent when due and find that termination of the tenancy agreement and eviction are justified. In the absence of the Respondent at the hearing or any plan from them to pay off their arrears and pay their rent on time, I do not have confidence that they will be able to do so in the future. An order will issue for the termination of the tenancy on April 15, 2026, with eviction to follow on April 16, 2026.

Order

An Order will be issued:

- requiring the Tenant to pay to the Landlord rental arrears in the amount of \$9,289.032 (p. 41(4)(a));
- requiring the Tenant to pay to the Landlord the cost of repairs in the amount of \$ 447.00 (p.42(3)(e));
- Requiring the Tenant to pay to the Landlord the cost of utilities paid on their behalf in the amount \$ 126.07 (p.45(4));

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- Terminating the tenancy agreement on April 15, 2026 (p.41(4)(c)); and,
- evicting the Tenant from the rental premises on April 16, 2025 (p.63(4)(a)).

Renee Fougere
Rental Officer